

HIS LITTLE
BILL
of SALE

ELLIS J. DAVIS



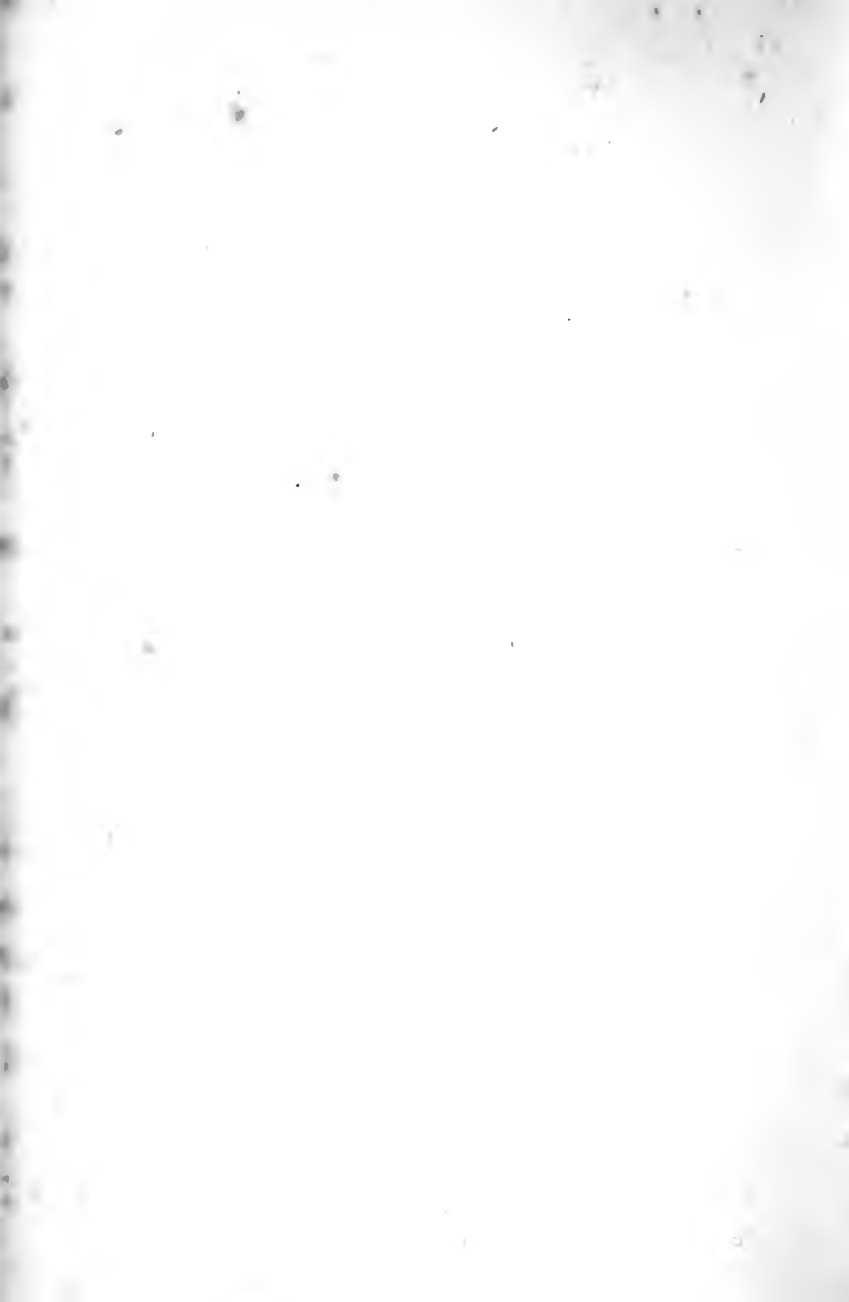
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HIS LITTLE BILL OF SALE

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His Little Bill of Sale

By
Ellis J. Davis

Author of
'Whose Fault; the Story of a Trial at *Nisi Prius*'
etc., etc.



London
John Long
6 Chandos Street, Strand,
1898

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RJF 10 Dec 54-

TO THE MEMBERS OF THE SELECT COMMITTEE
OF THE HOUSE OF COMMONS ON USURY
THIS BOOK IS RESPECTFULLY
INSCRIBED BY THE
AUTHOR

AUG 25 1953

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PREFACE

THE kind reception accorded by the press and public to my last book, has led me to hope that a little story dealing with legal matters may be entertaining and instructive. I have endeavoured to expose some of the tricks of the money-lending fraternity, who thrive upon bills of sale under those wonderful pieces of legislative incompetency known as the Bills of Sale Acts 1878 and 1882. The story is not an unusual one, and the main features of it are based upon actual facts within the author's knowledge. It is hoped that the light thrown upon these matters may be of assistance to arouse public interest in the inquiry into the working of the usury laws, on which a Parliamentary Committee is now sitting.

I only venture to offer one suggestion to the Committee, namely, that in all cases where money has been lent at over 5 per cent. interest, a judge shall have the right to inquire into the nature of the bargain, and reduce the interest to a fair sum.

ELLIS J. DAVIS.

2 BRICK COURT, TEMPLE, E.C.

March 1898.



CONTENTS

CHAP.	PAGE
I. TOMKINS' LITTLE DIFFICULTIES	1
II. TOMKINS INTERVIEWS SOME PHILANTHRO- PISTS	7
III. THE GENEROSITY OF THE PRESENT CENTURY	16
IV. EASILY BORROWED	26
V. OUT OF THE DIFFICULTIES	35
VI. THE MATURING OF THE LOAN	40
VII. HOW THE BANK BEHAVED	50
VIII. THE SMART LAWYER	59
IX. AT CHAMBERS	94
X. MR JUSTICE LANCELOT	105
XI. SLEIMY'S TRY ON	131
XII. IN THE DIVISIONAL COURT	138
XIII. IN THE COURT OF APPEAL	156
XIV. TOMKINS NONPLUSSED	180
XV. MORE OF THE SHARP SOLICITOR	192
XVI. TO THE RESCUE	213
XVII. CONCLUSION	230



HIS LITTLE BILL OF SALE

CHAPTER I

TOMKINS' LITTLE DIFFICULTIES

It wanted but three weeks to Christmas—that festive season of the year when everybody ought to have turkey, or roast beef and plum pudding ; when every Christian ought to be happy and cheerful, and not a care should ruffle the brow of the hard worked bread-winner.

Yet the domestic life of our friend had not been all roses for the last few weeks, nor as the end of the year drew near, had he reason to feel as well satisfied with his surroundings as he should have done. It is true that the children had been extra good for the last two or three days. Bobby was on his best behaviour, and Mary, Anna, and Nita, otherwise Baby, had been kept singularly in the background so as not to disturb papa. Mrs Tomkins, the sweet small light of the fireside, had been unusually attentive to his little comforts. His hot water had come up in good time, and with something more than the chill off. He had had a little variety for breakfast beyond bacon and

eggs, and he found his boots cleaned and his great-coat and hat brushed in time for him to catch the express bus without having to hurry and scurry like a weasel with a ferret on his track. The student of human nature would have known what all this meant. Tomkins had a shrewd suspicion that something was in the wind. After ten years of married life, extra attention on the part of a spouse generally forebodes something, but he held his peace until one Sunday morning when his wife appeared at the breakfast table with her sweetest of smiles, and the reason of all this solicitude made itself apparent.

‘My dear, do you know Christmas will be here in three weeks?’

Tomkins looked up with a quiet smile upon his face, and paused from drinking his second cup of tea: ‘Well, Georgina, the almanack would have told us that.’ This was not very encouraging, but when a woman has made up her mind to speak, especially when in addition to being a female, she is a wife and a mother, she is not easily silenced. She went on without taking any notice of this interruption.

‘You know, love, that I was to have had a new dress in the autumn, and the children really are quite shabby. Mary is invited to two Christmas parties with real Christmas trees, and she can’t go without a pretty frock, and the child has been so good that I wouldn’t disappoint her for the world; then Bobby

grows so fast that he is always wanting new clothes, and Anna and Baby mustn't be forgotten ; then, my dear, I thought—' and here Mrs Tomkins looked down and became rather shy.

'I thought that being Christmas we might have a few friends just to meet my sister Ethel and her young man, as we haven't given them any entertainment yet.'

Tomkins drank his tea and gave a little grunt. His wife seemed satisfied and went on.

'I think mother would like to come and stay with us a few days, and, of course, we must make the old lady comfortable, and '—this came out with a little jerk—'Sarah has now been with us three years and I promised her a dress.'

Upon this the lady relapsed into silence, whereupon her husband felt called upon to say something, but he was too unhappy at the moment to speak mildly or gently, so he remained silent, not intending to enter into a discussion which he felt would be a painful one, when his wife asserted herself with that decided : 'Well, my dear' which we all know means an answer.

'Ducky, pet,' said Tomkins in his mildest voice, and making up his mind to face the position bravely, 'what am I to do? What you want means a lot of money. I have only a few pounds left from my last quarter's salary, and at Christmas there's the rent and taxes, and we want coals, and there's my brother Bill laid up, and I must help him a bit, and we have got a

long winter before us, still '—and this came very slowly—'if—if £2 would do—I think I might manage—'

But his sentence was never finished. Mrs Tomkins felt the amount offered an insult.

'Two pounds! why don't you say two pence? I declare you get meaner and meaner every day. I haven't asked you for a farthing for ever so long, and it's not for me now, but for the dear children, and I don't believe you care for any of us—that I don't—' and here tears found their way into Mrs Tomkins' eyes, and it looked like a very unhappy husband and wife.

Honestly speaking, a man must be a brute who is not moved by his wife's tears. Tomkins loved his little woman in true English fashion, and if he felt grieved at the accusation of meanness, he quite forgave her and came to her side directly she broke down. A few kisses and caresses and gentle words enabled the lady to recover herself, and the discussion proceeded:—

'You know, love, I wouldn't for the world refuse you anything if I had it, but where am I to get money? There's nobody I can borrow of.—I still owe Phillips £2 out of the £10 he lent me, and he is sure to want it at Christmas. I couldn't ask him for any more.'

'Well, haven't you got any other friends? I am sure there are enough of them come here smoking pipes and drinking your whisky all the year round.'

'All poor devils like myself—there isn't one of them would refuse to assist me with a pound or two, if I was

hard up, but I haven't the heart to ask any of them to deprive themselves of their little comforts or outings at Christmas, and I won't do it.'

Mrs Tomkins gave a short sniff, and the conversation dropped—nor did she refer to the subject again during that day—and Tomkins was beginning to feel himself again, when at breakfast the next morning, he found what folly it is to imagine that a woman ever gives up a project upon which she has set her heart.

'My dear, why can't you borrow the money like other people do? There are lots and lots of people only too ready to lend—only look at the daily papers. Why, I see Mr Brown, Mr Lewis, Mr Edwards, and dozens of other people only too anxious to oblige by lending money—why can't you get them to oblige you?'

Tomkins pricked up his ears.

'Don't you know that all those people want security, and what security can I give, independently of the question of how I am to pay it back?'

'Tomkins, you're a fool—why, look here,' and she took up the *Standard* newspaper, 'here's "£75,000 to lend, without sureties, in sums of £10 to £500 on note of hand alone. Apply to Mr Isaacs, 4 Watling Street,"—now, why shouldn't you ask him to lend you the money?'

'I don't believe any of them would lend me twopence, and you know what a horror I have of being in debt.'

‘But, my dear, I’ll be as mean and as economical as possible after Christmas, and we shall easily save enough to pay it back, and I want the dear children to look nice, and they’ve been so good. Now, you will try and get me £20, won’t you, dear?’

With the sigh of a martyr Tomkins said he would try, and having received a hug and a kiss from his now gratified wife, he put the advertisements she had referred to into his pocket and went forth to his daily work.

CHAPTER II

TOMKINS INTERVIEWS SOME PHILANTHROPISTS

WHEN a man has once made up his mind at the instance of a wife, a relation, or a false friend, to embark on a downward course, his instinct generally hurries him to stifle his conscience by making the plunge as rapidly as possible. Tomkins knew as well as anybody could tell him, that to borrow money in his position was wrong, nay, more than that, it was dishonest; but neither he nor anybody else with his limited experience of life could have told where the first step was likely to lead. He had begun life as a bank clerk at a very small salary, and he had worked his way up by steady industry until he had earned the confidence of his employers in a rather higher degree than many of his fellow workers, and his income, though nominally only £160 a year, with occasional perquisites and presents now reached £200. Four pounds per week is not much upon which to keep a wife and bring up four children, but up to the present time, with the exception of some troubles when the children had

suffered from infantile complaints, he had managed to pay his way. He had even once saved £25 in the bank against a rainy day, but with a doctor's bill and the help he had given to one or two friends, the little capital had disappeared. It was a blow, but he bore it and hoped for a rise of salary to enable him to put by again. Now he could not refuse to help his wife to a little extra pleasure. It seemed so unselfish of her to be thinking only of the children, and if he could get temporary assistance he thought that, with care, he would be able to pay the money back. Everybody who borrows money for the first, and generally for the second and third time, intends paying it back, but such intentions are mostly like those which we are told form the pavement of a certain warm place, the belief in which is now out of fashion.

Accordingly, no sooner was his day's work done, and indeed he arranged to get away a little earlier on purpose, than he took the advertisements from his pocket, and selecting the most promising, made his way to Watling Street. Surely, he thought, a man with £75,000 to lend, will make no difficulty in advancing £20?

There was nothing in the exterior appearance of the building to alarm, frighten, or even suggest caution to the most suspicious of his race. It was a clean, quiet-looking edifice, with an open doorway, upon the doorpost of which were affixed a series of brass plates,

and on one he read the name of Mr Hardress, and in very small letters in the corner the words : 'Isaacs & Co.' If he puzzled for a moment to think why the advertiser's name should be so small and why a 'Co.' should be added to it, the thought passed through his mind and disappeared. Overcoming a little natural nervous trepidation caused by the object of his visit, he slowly climbed up two flights of stairs and inspected the doors. On the left was 'Mr Hardress, Private.' On the right, 'Clerk's Office.' Isaacs & Co. did not appear. He went up to the top of the building without finding the name anywhere, and determined to inquire at the 'Clerk's Office.' There was a long counter at the end of which, behind a screened desk, a person was sitting, who jumped from his seat and confronted the visitor with a pair of bright, beady eyes, and a hooked nose that projected far into space from his seedy and careworn cheeks.

'Is Mr Isaacs to be found here?' asked Tomkins, rather nervously.

'Well he is, but I think he's engaged. What's your business with him?'

There was no escaping the inquiry of that sharp face and the bright eyes that seemed to look right into you. Tomkins felt inclined to reply that his business was of a private nature, but something told him that that would only lead to another question, so he said, hesitatingly :—

‘Oh, I’ve come to ask for a small loan.’

Instantly, as if by magic, the manner of the clerk changed in a way that it is almost impossible to describe. His air of hostile inquiry vanished, and with the blindest smile that such a face was capable of, he said :—

‘Oh, certainly! I have no doubt Mr Isaacs will see you, or Mr Hardress, if it is a large matter.’

‘It is not a large matter.’

The clerk shuffled to his desk, produced a small printed form upon which he scratched some hieroglyphics, and requested Tomkins to write his name at the bottom, in order, as he said, that he might ‘take it in to the governor.’

Tomkins did as he was requested without reading it, and the clerk, after a momentary disappearance, lifted up the flap of the counter and requested him to walk in, pointing towards the door of an inner room. Tomkins followed this direction, and was about to turn the handle of the door, when the clerk, with a nudge, said : ‘There’s a little fee of half-a-crown usually paid before you consult the governor—it’s my little perquisite, you know.’

Tomkins was hardly prepared to part with any money before he saw a prospect of his visit being successful, but the insinuating manner of the clerk overcame his prudence, and he slipped the half-crown into his hand. He was rewarded by another bland smile and a whisper

in his ear : ' Don't talk big to the governor, and you'll find him a very decent fellow.'

It was a dingy-looking office, the furniture of which consisted of a writing-table and three or four chairs. There was hardly any fire in the grate ; the window was curtainless, and the walls, which had apparently been papered in the last century, were ornamented with one or two shabby engravings. A large iron safe stood in one corner, and beside it was a row of lettered deed boxes.

At the table, in a rusty old leather arm-chair, sat Isaacs & Co. with a lot of letters and papers strewn on either side, and the form which Tomkins had signed on the blotting-pad before him.

' So, Mr Tomkins,' he said, waving his hand towards one of the shabby chairs, ' you wants to porrow a little money ! Vell, Isaacs & Co. have got plenty to lend. Is it yourself that wants the accommodation ? '

' Certainly,' said Tomkins, not very favourably impressed with his interlocutor.

' Ah, vell, and how much do you vant ? and is it on a nice little reversion, or a pretty little mortgage, or shares in a limited company, or a pill of Rothschilds ? '

Tomkins did not quite understand this tirade, but he thought it best to state his case at once.

' No, Mr Isaacs, I only want a small loan, for my own accommodation for a few months. I saw your advertise-

ment in the *Standard*, and I thought you would be able to assist me at, of course, a reasonable rate of interest.'

'Vell, vell, Mr Tomkins, don't be angry vit my little joke, I daresay ve can oplige you. You vant fifty or a hundret pounds.'

'Twenty will be enough.'

'Vell, we don't often lend twenty, but still, if you don't mind paying for it, ve might do it. Now vat's your security?'

'Security,' said Tomkins, 'well, I'll give you my note of hand, that's what you say in your advertisement.'

Tomkins said this in perfect good faith, and without the least hesitation. The Jew looked at him with a long, keen, penetrating glance, and then, seeing that his visitor was really in earnest, he threw himself back in his chair and laughed till the walls rang with his merriment.

'Money on your note of hand—a bank clerk. Vat does the fellow take us for? Here, Solomon, come and see a chap as vants to porrow without security.'

To this call, responded a big broad-shouldered man with a clean shaven face and very red hair, who had a most unprepossessing appearance, and came in as if his assistance had been summoned to eject an intruder.

'Look at dat man, Hardress. Take a good all-round squint at him,' said the Jew, pointing at Tomkins with

his long, outstretched finger. 'He comes here, and he actually thinks that I'll lend him £20 on his pretty face without any security.'

'Well,' said Mr Hardress, in a mollifying tone, 'if he is a gentleman of position, I do these things sometimes if you are too cautious, and I don't charge as much as you do, you old shark.'

'A gentleman of position! Why, he's a bank clerk. Gets, I suppose, two quid a week, and has got to keep a dozen children out of it. I never heard such impudence in my life.'

Without replying, Hardress spoke to Tomkins:—

'Never mind the old man. Could you give me two respectable sureties—householders—and a reference to your employers?'

Tomkins had by this time almost lost his temper. He hardly began to recognise that the advertisement was a trick, but he saw that he should not get the money, and he was only anxious to escape from the office, the air of which seemed to stifle him.

'No! I certainly could not,' he said.

Mr Hardress advanced a step:—

'You must be either a fool or a swindler, sir, to come here and expect that people are going to lend you money. Why, I daresay your rent isn't paid, and I suppose your furniture is on the three years' system.'

Tomkins' indignation knew no bounds. He rose, put

his hat firmly on his head, and looking Mr Hardress full in the face, replied :—

‘My rent is always paid to the day, and my furniture is my own—good morning.’ And he walked towards the door. But the old Jew stopped him, while Hardress placed himself in his path. ‘Shtop, shtop,’ said Isaacs, ‘you haven’t paid my fee ; I vant von guinea.’

‘A guinea,’ said Tomkins, ‘what for ? You’ve given me nothing, and I’ve wasted my time coming here through your false advertisement.’

‘Not so fast, my friend, and don’t use abusive language, it never pays—our fee is one guinea, and you’ll have to pay it.’

‘I won’t,’ said Tomkins.

‘You’ll not leave here till you do,’ said Hardress, menacingly. Our hero began to feel a little frightened, and looked round for some means of escape, but he saw none.

Isaacs, who was watching him all the time as a cat does a mouse, began again :—

‘You signed this vorm, my friend,’ taking up the paper from the desk and reading from it, ‘and the undersigned agrees to pay the sum of von guinea for preliminary fee and consultation with the firm.’

‘I never,’ said Tomkins, astounded.

Isaacs called his clerk.

‘Jackson, didn’t this gentleman sign this form ?’

'Yes, sir,' said the clerk.

'And didn't you read it to him and explain it as usual?'

'Yes, sir, as usual,' said Jackson.

'Now, Mr Tomkins, will you pay this guinea, or must we go into the County Court for it?'

And Hardress added: 'And serve the necessary document at the bank.'

All this passed more quickly than one can describe, and to Tomkins it afterwards seemed as if this scene in the office was a dream, but at the moment it appeared to him that he was powerless to resist the two schemers opposing him, and there flashed through his mind the terrible consequences that might ensue, if his employers should learn his errand. Even if inclined to resistance, he saw he would have little chance against a man so broad and muscular as Hardress.

Without a word he placed a guinea on the table, and precipitately fled through the door that Hardress immediately opened for him.

Tomkins returned home a sadder if not a wiser man. He had not the courage to tell his wife what had happened, and he had no sleep that night, thinking of the way in which he who had expected a little pecuniary assistance had been robbed of £1, 3s 6d.

CHAPTER III

THE GENEROSITY OF THE PRESENT CENTURY

THE whole of the following day Tomkins was so crushed in spirit that he went through his work mechanically. He had fully intended to call at the address of one of the other money lenders, who scatter their baits so lavishly in the columns of our daily newspapers. He had resolved to act with the utmost caution—he would pay no clerk's fee, and he would sign no document. He would examine the appearance of the office well before he went in, and he would take care to have nothing but a few shillings in his pocket. In this frame of mind no one could delude him, and he might safely ascertain if all the advertisers were as bad as Isaacs & Co. But as the day waned, his courage evaporated. He grew nervous, and at last turned his face homewards, resolved to tell his wife that she must do without the money, and put the best face upon it that he could. When he got home, his mother-in-law was in the house, and so the evening passed without the matter being mentioned.

At breakfast the following morning, he was surprised to find three letters awaiting him in entirely unknown handwritings. His wife was not yet down, and he turned them over nervously, dreading he knew not what from their perusal. At last he summoned courage to open them. The first read this way :—

FENCHURCH STREET, E.C.

November 189—.

The London Loan and Commercial

Accommodation Co. Limited.

Sir,—The above company has been *expressly* established for the purpose of affording temporary monetary assistance to persons who may wish to avoid the publicity of recourse to the ordinary channels, or to those, who, while pretending to consult your interest are merely adding to your temporary embarrassments by charging exorbitant interest for the small assistance they render, and who generally weary you with negotiations until your necessities place you wholly at their mercy. The Company will advance sums from £1 and upwards upon the easiest terms of repayment, agreed solely with a view to your convenience, and at the smallest possible rate of interest consistent with a remuneration for its trouble. The favour of an early application is solicited by—

Yours faithfully,

JOHN THOMAS JONES (Secy.)

The capital of the Company being practically unlimited,

having the confidence of some of the leading capitalists of the financial world, the Directors have determined in future to make cash advances upon all classes of security, including Notes of Hand with and without sureties, Bills of Sale, Furniture without removal, Life Policies, Deeds, Reversions, and Leasehold and Freehold Securities of all classes, Post-obit Bonds, etc. Four per cent. interest only charged where possible. Terms of repayment arranged to suit the borrower.

No forfeiture clauses.

No fees or commission charged.

Letters and telegrams receive immediate attention, and loans can be carried out in any name and with the strictest and most reliable privacy.

The next letter was shorter :—

5 LEINSTER PLACE, SOUTHWARK,
and QUEEN'S ROAD, ST LEONARDS.

Dear Sir,—Hearing that you are in want of temporary assistance, I shall be most happy to be the means of aiding you through the coming festive season. You may rely upon the strictest privacy if you will favour me with a call at my London address.

With Compliments of the Season,

Yours most obediently,

W. CARTWRIGHT.

Tomkins was much puzzled with this letter. Had he a friend of whose existence he was unaware, or had his

wife been answering some advertisements behind his back, and was this letter a reply? Who was the Mr Cartwright, with an address in Southwark and a seaside establishment at St Leonards, so generously anxious to assist him? In this cogitation, he almost forgot that there was another letter, but at last the fact that it lay there unopened dawned upon him, and he broke the envelope and read as follows :—

CRAVEN STREET, STRAND, W.C.

November 189—.

Dear Friend,—Nothing is more sad than to see a brother who may be in temporary difficulties fallen into bad hands—decoyed into disaster like the innocent fly in the web of the cruel spider. Having had large experience of the miseries that result to those who are foolish or inexperienced enough to be led by cunningly devised advertisements to apply to professional money lenders, who, under the specious guise of good intentions, and by various delusive schemes of arrangement of the mode of repayment, induce the unwary to believe that they are getting money cheap, when in reality they are often paying 300 per cent. and never less than 60 per cent. for it, I venture to offer you the assistance of an introduction to the undermentioned firm, with whom I have long been connected, and who from my personal knowledge I can safely say are in all their dealings guided by principles of the strictest honour alone. Do not hesitate for a moment to apply to me whether your

requirements are large or small, and be assured that the strictest secrecy will be observed. I am always to be found at the Bank from 10 till 2.

I am, dear Friend,

Most sincerely yours,

ARTHUR E. SLEIMY.

The National Union Credit Discount

Premium and Deposit Bank.

With some little hesitation Tomkins threw the first two letters into the fire; he had had enough of the business the day before; in fact, when he came down that morning he had fully given up the idea of borrowing the money, so what was the use of keeping the letters? He was also on the point of destroying the third one, but, alas! for the weakness of humanity—it was couched in such pleasant terms, that he thought he must read it through again, and having read it through, it went into his pocket instead of the fire.

His breakfast was soon finished, and he went to his work; but all day long that fascinating proposal kept floating before his eyes, and he read and re-read it, until at last he thought he would just go and see the ‘dear friend.’ There could at least be no harm in making the acquaintance of one who professed to be actuated by such benevolent motives towards would-be borrowers.

As these reflections took considerable hold upon Tomkins’ mind, it was not surprising that he found

himself in the neighbourhood of Charing Cross before his return home, and that with a hesitating manner he entered the so-called Bank, and inquired for Mr Sleimy.

Except from the fact that the 'National Union Credit Discount Premium and Deposit Bank' appeared in gold letters on the wire window blind, there was nothing to distinguish the premises from any other quiet business place in the neighbourhood, and within, the only indications of business were two very juvenile clerks seated on high stools in front of desks with large ledgers upon them; but one of these young men instantly showed him to a room upon the door of which was painted: 'Mr Sleimy, Private,' and introduced him to that gentleman.

'Ah, my friend,' began the little fair man with reddish whiskers, who cordially held out his hand to Tomkins, and motioned him to be seated, 'I am so glad to be able to save you from the snares and pitfalls that are spread for the unwary borrower. Now, you are a respectable man with a nice little home of your own, and things have been going a little less well than they should, and you want some temporary assistance. Well, why shouldn't you be able to obtain it, upon fair terms, eh?'

Tomkins was about to tell him that he was not in embarrassed circumstances, that he had merely thought of borrowing a small sum for a little relaxation at Christmas, but that he had changed his mind, and only called to know how Mr Sleimy came to communicate

with him. But he had hardly uttered three words when the other stopped him : 'Now come, don't let us waste time by going into unnecessary details. Believe me, you come here to see a friend and not a shark or blood-sucker. I won't let you be charged 60 per cent., and I'll see that you are taken care of. I suppose you never borrowed money before, and you hardly knew how to go about it.'

'That is true.'

'Well then, here you are, and we'll have a glass of wine together, and talk the matter over ;' and he produced a decanter of sherry and a couple of glasses. Filling them, he handed one to Tomkins, saying, 'That won't hurt you, and talking is very dry work. Now, I daresay, you are thinking how I came to write to you, and if you care to know, I don't mind telling you that a brother clerk of yours, whose name it would be a breach of confidence to mention, but who is an old and dear friend of mine, happened to introduce your name as that of a jolly good fellow, but he said he thought you were looking a bit anxious, and were perhaps worried about money matters. It struck me that you might have got into the hands of some of those wretches who prey upon the necessities of their fellows, and that if I could assist you, I should be doing you a good turn, and giving myself the pleasure of saving one more fellow man.'

This was all said with such an air of truth and

geniality, that Tomkins swallowed every word of it, and no longer hesitated to trust the other entirely. He drank his wine, his scruples vanished, and he began to feel at home.

Sleimy, talking away upon indifferent subjects all the while, watched his man until he felt he had secured his confidence, and then adroitly led the conversation back to the business in hand.

‘Now, you know, borrowing money is a very easy thing, and a very safe thing, if you have the good fortune to come at once to the right people. Of course, the bank here who assist most of my friends want some little security, but the signature of a friend, or a good trade reference, or a little bill of sale is quite good enough for them, if I tell them they are all right.’

‘I wouldn’t think of a bill of sale,’ said Tomkins, alarmed.

‘Of course not, of course not; your furniture is perhaps your wife’s, or it is on the hire system.’

‘No, no, no,’ said Tomkins, ‘my little home is my own, and my few sticks were paid for honestly, and with my own money.’

‘Ah, well, I beg your pardon, but there are so many people even in the highest circles nowadays with nothing but hired furniture in their houses; you would like to pay the money back by easy instalments, say, a couple of pounds a month, and you oughtn’t to pay more than 10 per cent. interest.’

Tomkins, who had now been helped to a second glass of wine, nodded assent.

‘Well, you needn’t trouble about it. I’ll arrange it all for you, and if at any time you have the least difficulty in meeting a payment, I can arrange it with the bank. You’ll behave like a gentleman, and you’ll be treated like a friend, not a victim; now, how much would you like, and when do you want it?’

Twenty pounds would be enough—I can do with £15. I am in no hurry for the money, but I should like it within a week.’

‘Oh, dear me! you can have it, certainly, in two days, and I don’t mind giving you a fiver now of my own. I like you. You are a jolly good fellow.’ And he pulled out a pocket-book well stuffed with bank-notes, and made a great show of selecting one, but Tomkins motioned him to put it back.

‘No, no, I’m not in such a hurry—Thursday evening about this time will do very well; but, tell me, what security do you want?’

‘Oh, you leave that to me. I daresay your note of hand will be quite enough, as I shall say I know you, and you are all right.’

Tomkins, who had got a little bit hazy with the wine and the volubility of Sleimy, now took up his hat to go, and said, ‘Good-bye, and thank you.’

‘Good-bye,’ said the other, shaking him warmly by the hand, ‘I am very pleased to have met you. Oh!

by the way, you may just as well put your name and address here so that I may not forget our appointment.'

Tomkins was sufficiently himself to recollect what had happened before through his unconsciously putting his name on a piece of paper, so he was careful to see that there was no form upon it, but it was in truth only a blank slip of paper, and he wrote his name and address and the hour of his appointment, and handed it back to Sleimy, who once more shook hands with him effusively and showed him to the door.

'My, what a mug!' said Sleimy, as he put the paper in his desk and lit a cigar.

CHAPTER IV

EASILY BORROWED

TOMKINS was rather more than himself that evening. He kissed his wife with most unusual affection. He had the children round his knees and let them make as much noise as they liked, and he actually took a second glass of whisky and water before going to bed. And when the children had retired he opened his heart to his spouse, and told her how happy he was to be able to give her the gratification of her fond desires.

‘I’ve got,’ said he, ‘a fellow to lend me a little money.’

Mrs Tomkins beamed up at once.

‘How much, my dear?’

‘Well it will be about £20, and you can have £15.’ He thought it as well to reserve £5 for contingencies.

‘You’ll be able to have your mother and sisters here at Christmas, and the little treat you spoke of, and the children can have some new things, while I think of treating myself to a new pipe.’

Mrs Tomkins was delighted. She put her arms round

his neck and gave him a good hug and two or three old-fashioned kisses, such as he had not enjoyed for years. And then her affection and gratitude developed into a fit of feigned solicitude.

‘I hope, my darling, you are not going to pay too much for the money—that it won’t lead you into difficulties, and that you see your way clear to repay it ; for, if not, half the pleasure of your kindness would be spoilt for me.’

‘Yes,’ he said, calculating on his fingers, ‘with economy and the money Jones owes me, I think there will be no difficulty about that.’

‘And when will you have it, dear?’ she asked, contemplating little trips to Whiteley’s, Garrould’s, and other favourite drapery establishments where she had again and again gazed with longing eyes at the pretty things displayed in the windows, marked at such wonderfully low figures, ending in the invariable $\frac{3}{4}$ d.

Tomkins thought it best to be on the safe side, and told her he expected it on Monday.

There was great peace, much happiness and interchange of mutual confidences in the Tomkins’ family during the next two days, which passed with unusual rapidity—and on Thursday evening our friend found himself, punctual to his appointment, at the office of the National Union Credit Discount Premium and Deposit Bank.

Mr Sleimy was a man of too great experience in his

business to entertain any doubt that his new customer, Tomkins, would appear at the time named, and that with a little adroitness he could persuade him into any transaction that he felt necessary for his purpose, consequently everything was ready by four o'clock on Thursday afternoon, and he smiled to himself and warmed his hands over the glowing fire as he thought how well the bait of the sympathetic letter was beginning to take. Tomkins was not his only client by a long way. The bank was flourishing and rapidly making large sums of money, and as he and his friends practically were the bank, the prospect was very satisfactory. It was somewhat hard work hunting up clients, but he managed it, and he had at present no cause to think that the supply of money borrowers was getting exhausted. He thought it as well to run his eye through the little documents he had prepared for Tomkins once more, and by the time he had finished doing so to his satisfaction, the clock struck the half-hour, and within about three minutes Tomkins made his appearance and was shown in.

‘My dear Tomkins,’ exclaimed he, jumping up from the table and shaking him heartily by the hand, ‘I am delighted to see you. I have had a very dull afternoon; the weather is cold and people are beginning to leave town for Christmas. Come, sit down by the fire and we will have a cigar and a drink.’

He made Tomkins take the largest and most com-

fortable arm-chair in the room, which he drew up to the fire and gave our hero a fine Havannah from his cigar-case, while he took and lighted one himself and then sat down opposite him. He rang the bell, and one of the clerks brought in the sherry and glasses, and he insisted on Tomkins smoking and drinking with him, and declined to hear a word about business in spite of Tomkins' repeated efforts to get to the subject matter of his visit.

'My dear fellow, don't bother yourself about that, it is all right, everything is arranged with the bank. Now don't worry yourself, just sit here and smoke and enjoy life while you can, that's my motto. I ought not to be in bad spirits to-day, for I have just had a stroke of luck.'

Tomkins was constrained to inquire what it was.

'Oh, it is not a thing that is altogether unusual, but it makes me very happy. There was a poor fellow came in here, a clerk in the civil service I think he was, or something of that sort. He had got into the clutches of a bill of sale man, named Farwell, a notorious scamp—a fellow, my dear Tomkins, without any conscience or remorse, who will charge 500 or 5000 per cent. if he can get it, and after he has fleeced a chap out of every penny he has got, will turn him out of his house and home with no more compunction than you would feel at killing a fly. Well, this poor devil was just about to have his home sold up by Farwell,

who had been getting 200 per cent. out of him for eighteen months, and had his money paid back several times over, when he came to me, I soon sent Mr Farwell to the right about, and lent him the money at 5 per cent., which I shall never ask him for unless he likes to pay it. I saved his situation for him and his home, and sent him away a happy man ; I assure you that gives me more pleasure than if I had made a £1000.'

Sleimy kept watching his man while he was telling this tale to see if he was going too far, but he perceived that Tomkins took it all in, and when he had finished, simply said : 'Well, that was very good of you, but will he come back ?'

'Of course he will, I always know my man. I knew I could trust you the moment I saw you. How do you like that cigar ?'

'It's capital,' said Tomkins. 'I don't know that I have ever tasted a better. You know I generally smoke a pipe.'

'You are not getting on with your sherry. I say, would you try a little bitters in it ? I have got a new bitters here, which has been very strongly recommended to me by an American firm, and they want me to become agents for them.'

He went to the cupboard and brought out a small bottle with an elaborate label on it.

'You have no idea how it improves one's wine, but I rather doubt if it will pay, because it is very

strong and you only put a drop or two in the glass—like this.’ As he did so, he held up his own glass, and pretended to put a drop or two in, but in reality scarcely let any fall. He then took Tomkins’ glass, filled it well up, and shook up in it two or three drops of the supposed bitters.

‘You just drink that straight down, my good fellow, and tell me if it’s fine.’

It must be stated that Tomkins was not in any way a judge of wine, and like most persons whose palate was unaccustomed to fashionable drinks, thought dry sherry rather nasty. With the bitters in it, he liked it much better, and he said so. He had not drunk his wine very long before he began to feel a little bit muddled, and thinking that it was the wine and the cigar that were overcoming him, he said, ‘If you don’t mind, Mr Sleimy, we will just finish our business, as I would like to get home.’

Sleimy perceived that his man was just in the condition that he wanted, but he said, ‘My dear Tomkins, I am sorry you are in such a hurry to leave me. I like chatting with you, but still, I know what it is when a man has little money anxieties on his mind, and therefore I will put you out of them at once. You said you wanted £20. I am going to lend you £30, but you can pay me back £5 or £10 now if you like.’

Tomkins had sufficient sense left to think this proposition curious.

'I don't quite see why I should do that,' said he.

'Well, well,' said the other, 'I will just tell you why. You see, it is the bank going to lend you the money, and they never lend, as a rule, anything under £50, but I have persuaded them to relax to the extent of £20 in your case, but they won't let it appear on their books that they are lending less than £30.* You see, it is all the same, because you will have to pay back the £20 and 5 per cent. interest only. Let me see—I think you said you had two householders as sureties.'

Tomkins pricked up his ears. He knew he had never said anything of the sort, and indeed, Mr Sleimy had never asked him for sureties. Was it possible he had innocently forgotten what took place at their last interview? 'You told me,' he said, 'you did not require sureties.'

'Oh, yes, of course,' said Sleimy, 'I was thinking of another matter, but then, you know, the interest will be a little more, that's all. Don't bother your head about that. How will you have the money—cheque, bank-notes, or gold?'

'Oh, £5 bank-notes will do.'

Mr Sleimy rang the bell, and one of the clerks entered. 'John,' he said, 'just make out a promissory note for Mr Thomas Tomkins for £30, and a receipt to me for £10, and bring the documents in.'

* A Bill of Sale for less than £30 is void under the Act of 1882.

John left the room and returned in about five minutes with several documents, which he put on Mr Sleimy's table, and stood waiting for further directions.

'You will see Mr Tomkins sign this, please. Here's the money, my friend.' He drew out his pocket-book and counted out six £5 notes.

Tomkins was by this time so under the influence of the wine, and that which had been put in it, and also so completely in the hands of the oily Mr Sleimy, that he was practically prepared to sign anything or do anything that he was requested to do.

Mr Sleimy handed him the £30, and he returned two of the £5 notes. The clerk then put before him the promissory note, and told him where to write his name, which he did without looking at the document, or taking any notice of what it contained. Mr Sleimy kept talking to him all the time, for the express purpose of diverting his attention. The clerk then smuggled in before him, at the table where he was sitting, a bigger document, and told him to sign that.

Tomkins was about to make a protest that he did not like signing a thing without reading it, but Mr Sleimy stood over him. 'It's all right, my dear fellow, you have only got to put your name as a matter of form to the bank. You pay me back £2 per month, and you will hear nothing more about it.'

Tomkins tried to make another visible protest, but his head was really too far gone, and he signed his name in

the two places indicated by the clerk, and Mr Sleimy then sat down on the opposite side of the table and signed the receipt, and handed it to Tomkins, saying : ' There is your acknowledgment that you have paid me back £10 ; you only owe £20, and you have got nearly till next Christmas to pay it all. Now you will be able to enjoy yourself. If you want a little more at any time, or you have any friends in trouble, you come to me or send them, and I will look after them like a father.'

CHAPTER V

OUT OF THE DIFFICULTIES

How he reached home that evening our hero never exactly knew. He remembered putting the bank-notes into his pocket and buttoning up his coat, but when he quitted the portals of the hospitable National Union Credit Discount Premium and Deposit Bank, and found himself in the open air, his dazed condition increased. It seems, however, that he must have got into an omnibus and taken his usual route home, for he arrived there just before tea-time, and threw himself on the sofa in an apparently helpless condition. Mrs Tomkins looked at her spouse with suspicion. In reply to the questions as to what was the matter with him, and whether he felt ill, he only gave incoherent replies. His mother-in-law looked at him lying down and breathing somewhat heavily, and called her daughter into the next room.

‘My dear,’ she said solemnly, ‘does’ this often happen?’

‘What, mamma?’

‘How blind some people are!’ exclaimed the old lady. ‘Your husband coming home like this in a state of hopeless intoxication.’

‘Mother, how can you suggest such a thing; my dear Tom never drinks; I am sure he is ill.’

‘Oh yes, my dear,’ said the old woman, shaking her head, ‘that’s what they call it as long as they can. I’ve seen too much of it in my time; your husband’s been drinking, and I’ll give him a bit of my mind when he comes round, I can tell you.’

‘I don’t believe it, mamma. Tom is as sober as a judge (how sober that exactly is we don’t know), I am sure he never drinks in the daytime. He must be ill. I shall get him a cup of tea, and if he is not better, I shall send for Dr Jones. I hope he has not got the influenza.’

‘My dear child, it is whisky, and nothing but whisky, or it may be beer. You give him some soda water, and take my advice and have a good talk to him, and stop it at once.’

‘Mother, I won’t hear another word against Tom,’ and the poor little lady burst into a flood of tears.

Meanwhile, their little servant had acted with more sense than either Tomkins’ wife or his mother-in-law, and made him a good cup of strong tea, and got him to drink it, and shortly afterwards he revived, only to complain of a great pain in his head. The children were kept quiet. The ladies came into the room and

ate their meal in silence, and Tomkins very soon afterwards went up to bed saying that he felt better, but sleepy. The next morning he was himself again, and while he was dressing, discoursed to his wife in somewhat more than usual good spirits.

‘Well, my dear, I have succeeded in getting the money for you.’

‘I knew you would, Tom, you are always such a good fellow, though you sometimes make a fuss about it at first, you generally do what I ask you.’

‘You are the best little woman in the world,’ he replied, ‘and I always like to give you pleasure. There’s £15 for you; you must make it go as far as possible, for I have got to pay it back, and if you don’t spend it all, you know, you can let me have what is left.’

‘Are you paying much for it, dear?’

‘No, I suppose you can’t borrow money without paying interest, but the man said it was only 5 per cent.’

‘Oh, that’s all right,’ she said. ‘Now, I can get the children their clothes, and we can have our little party at Christmas. We shall enjoy ourselves, and it is very good of you,’ and she gave him a very pretty little kiss, and then added: ‘Oh, by the way, I forgot to tell you, love, that the day before yesterday two gentlemen called here.’

‘Indeed,’ said Tomkins, ‘and what did they want, pray?’

‘Well, one of them was a very nice man, very civil, and quite a gentleman. He said that they were looking at a house a few doors off with a view of taking it for a friend. You know No. 17 has been to let for some time, and they wanted to know how the houses looked furnished, and asked permission to see ours. He said he knew you at the bank and spoke very warmly of you, so I thought it was all right, and I let them come in. They were quite delighted with our little house, and said they thought they would furnish No. 17 in exactly the same style. They were very pleasant, and I let them see all over it, and they made a lot of notes on the furniture and carpets, and how the rooms looked, and drew little plans of how the furniture was placed.’

Tomkins thought to himself this was very curious, but he only said, ‘I hope you offered them something, although I cannot for the life of me think who the man was who said he knew me, but one likes to be civil to prospective neighbours.’

‘Oh, yes,’ said his wife, ‘of course we do. They had some whisky and water, and they sat chatting some time. In fact, I tried to keep them till I thought you would be home, but they would not stay, and said they would call again next time they came up with their friend to decide upon the house.’

‘Well,’ said Tomkins, ‘I suppose it is all right, and we shall see them again. We have several pleasant neighbours, and there will be no harm in an addition to them.

Now, I must get my breakfast and go to work, and you will be able to amuse yourself, with your mother, with a day or two's shopping.'

'Thanks to you ; yes, dear,' she said.

They went down to breakfast. Tomkins' mother-in-law, seeing her daughter in good spirits, reserved the little advice that she intended to give for a future occasion, and Tomkins went forth to his day's labour as usual.

CHAPTER VI

THE MATURING OF THE LOAN

THE few days that intervened before Christmas were thoroughly enjoyable to the whole of the Tomkins family. Mrs Tomkins was full of her purchases and preparations for the Christmas festivities, and her mother's hands were full helping her. The children were delighted with their new clothes and the preparations for their Christmas parties, and they behaved themselves well in consequence; and Tomkins himself was only too pleased that he had been able to make his family happy, and perhaps he may be forgiven if he took too sanguine a view of his resources in the future. It is a good thing for humanity at large that the majority of us go forward through life from day to day, with a mind thoroughly attuned to the maxim that 'sufficient for the day is the evil thereof.' It is just as well not to anticipate troubles, for the anticipation in no way lightens them, nor, as a general rule, enables people to bear them better. The reader will probably be able to imagine how the Christmas festivities at our

hero's house passed off. Suffice it for us to say that every one, not excepting Tomkins, thoroughly enjoyed themselves. Mrs Tomkins did the honours to her husband's guests in the most satisfactory manner, and after their little entertainment, they were in their turn entertained by their friends and neighbours, and when the New Year dawned, there was a general agreement in the family, that the foregoing week had been one of the pleasantest ever spent by them. Soon after the commencement of the New Year, however, that strange rule of life, which seems always to demand of poor humanity additional suffering for additional pleasure, began to demonstrate its existence to Tomkins and his household.

The first thing that happened was that Mrs Tomkins caught a very bad cold, which gradually developed itself into an attack of influenza, and although she struggled bravely against the effects of that dreadful epidemic, she was at last compelled to take to her bed, and the doctor was called in. In small households, it is next to impossible to isolate infectious complaints, and it naturally followed, that first one, and then the other of the children were attacked with more or less severity. Tomkins himself was fortunate enough to escape with nothing worse than an ordinary cold in the head, but it grieved him much to see his wife suffering, and he was compelled to spend the few shillings a week that he had intended laying by towards the repayment of his

loan, to secure additional comforts and nourishment for her. However, this did not trouble him much, because he had Mr Sleimy's assurance that the loan could be renewed, and at present he had no reason to doubt that gentleman's word, or the honesty of his intentions. Nevertheless, as the month of January advanced, he began to get uneasy, and he left home every day resolving to call on Mr Sleimy to reassure himself upon this point, but one thing and the other occurred to prevent him, and he was still intending to go daily, when one morning he received the following letter.

19th January 18—

*National Union Credit Discount Premium
and Deposit Banking Company.*

Sir,—I have to remind you that an instalment of £2 becomes due to the Bank on the 23rd instant, and to request you either to call and pay that sum, or remit the amount by cheque or postal order at your convenience.

Yours obediently,

JOHN ARTHUR.

TO MR THOMAS TOMKINS,
— Villas, Wandsworth.

Now, although Tomkins knew perfectly well that he was under an obligation to pay this money, he had not, it must be confessed, realised the position. This letter, and the form of demand it contained, acted as a rude awakener and warning. Nevertheless, he felt so confident

of Mr Sleimy's good nature and his willingness to accommodate him, that he felt sure that all he had to do was to go and see that gentleman and get a little further time. He accordingly called at the bank on his way home in the evening, but was so unfortunate as not to find Mr Sleimy in. The failure was annoying, but, nevertheless, he did not feel anxious, and repeated his visit the next day, only to be again unsuccessful. Mr Sleimy was not in, but the clerk told him if he left a note it would be at once attended to, and Tomkins, accordingly, wrote a little missive and explained how he was situated and asked for a few days' grace. To this he received no answer, but he still thought it would be all right, and at worst that a County Court Summons for the £2 might be issued against him, which he knew he would be able to pay at the end of the week, out of some money a friend had promised him. Judge his surprise and astonishment, therefore, on arriving home on the evening of the 23rd, he found his wife in tears, and as soon as he could quiet her and get at the cause of her distress, he ascertained that two rough-looking men had made their appearance about three o'clock in the afternoon and demanded £34, and on her telling them she could not pay it, had insisted on remaining in the house.

'I should have sent for a policeman, my dear,' she said, 'but I thought there would be a scandal, and they said they held your authority to remain, so I thought

it was best to let them sit in the kitchen till you returned, and now please go and turn them out.'

'I never heard of such a thing in my life,' said Tomkins. 'I will march them out pretty quick. It is true I have not yet paid £2, the first instalment of the money I borrowed at Christmas, but I have not been sued for it, and I have given nobody any right to come into my house. Cheer up, little woman, it will be all right in five minutes.'

Tomkins immediately descended into the kitchen—a region with which he was not very familiar—and after breaking his shins against different obstacles in the passage, he found his way and discovered two low-looking men seated at a table, and enjoying the remains of a cold leg of mutton upon which he himself had intended supping. At the first glance, he saw that his prospects of a good meal were materially diminished. This did not predispose him to politeness, and he asked the men somewhat angrily, 'What do you want here?'

One of them jumped up with an oath, but his companion, who, in spite of a rough exterior, was a good-natured fellow at bottom, laid his hand upon him, and said, 'I guess it's the governor;,' and then to Tomkins, 'It's all right, sir, we shan't annoy you, and if it's convenient for you to pay up at once, we'll clear out.'

Tomkins had intended to summarily eject these men, but a first glance satisfied him that in a personal conflict

he would not get much the best of it, as they were both strong and far more powerful than himself. He had a wholesome horror of anything like a row in his house, or an appeal to the police, so he thought it best to temporise, and he asked the men in as polite a tone as his feelings of indignation would permit, what they wanted and what they meant by their presence?

The rougher of the two was again about to make some angry answer, but his companion restrained him and took it upon himself to answer: 'It's all right, governor, we've come in for your friends under their bill of sale. If you are prepared to pay, we'll go at once, only we'd like to finish our supper; wouldn't we, Jack?'

The other added: 'I don't think the governor will send us away to-night.'

'Bill of sale!' said Tomkins, 'what do you mean? I never gave any bill of sale in my life, nor borrowed any money from the bank, and the few pounds I had from Mr Sleimy, he told me I could pay whenever I liked.'

'Ah!' said the fellow who had been addressed as Jack, laughing heartily, 'another of old Sleimy's injured victims. He is such a bad man of business, and he is always getting the bank into trouble. However, governor, we have nothing to do with Sleimy. We have come in for the bank, and unless you are going to pay, we are going to stop.'

'We will see about that,' said Tomkins. 'I have

nothing to do with your bank, and I have given no authority to anybody to come into my house, and if you don't go peaceably, I shall have the police in and turn you out.'

Jack burst into a loud gaffaw of laughter. 'We've heard that sort of thing before, governor, and it don't frighten us. The bill of sale is our authority to hold possession. We are sorry to put a gentleman like yourself to any inconvenience, but we have got to do our duty to our employers.'

'Bill of sale!' said Tomkins again, 'what bill of sale? I told you already I have given no bill of sale. Where is it?'

'Well,' replied Jack, 'I suppose the gentleman has a right to see the bill of sale if he wants to. Show it him, Tom, you have got it.'

Tom thus appealed to, produced a formidable-looking document, with the contents of which we shall not trouble our readers now, as it will be necessary to give it later. Tom unfolded it slowly, and held it out to Tomkins, but, in the most offensive way, kept it a distance from him, as if he feared an attempt to take possession of it. Tomkins had no recollection of ever having seen such a document before, but, sure enough, at the bottom of it was his signature, and it now flashed across his mind that Mr Sleimy had deceived him, and that when he imagined he was merely signing a promissory note, this document must

have been substituted. The men saw at once, and were, of course, prepared, by experience, for the effect this document would produce, and Jack said:—

‘You see, governor, it’s all right, though you probably forget this document.’

‘Forget,’ said Tomkins, ‘it’s a downright fraud.’

‘Is not that your signature?’ said Tom. Tomkins could not deny it. ‘Don’t you use any strong language, governor, and we will get on better. The amount due on this ’ere document is £32, principal and interest, and £2 expenses of our taking possession. If you pays it, out we goes, and we will be glad to drink your health and the missus’ health. If not, here we are and here we stop.’

Tomkins was almost speechless with rage. He grasped the table for support, and had he seen any chance of success in a personal combat with the men, he would not have hesitated a moment in ejecting them by force; but the servants of the National Union Credit Discount Premium and Deposit Bank were chosen with a view to such contingencies, and all he could do was to glare at them in silence till he recovered his composure. Then he said: ‘If you two men insist upon remaining here under that document, which I tell you was obtained from me by fraud, you do so at your peril, but you won’t eat my food and burn my gas, and I will make you and your employers pay pretty dear for this before I have done with them.

I admit I owe £2 to Mr Sleimy. Will you go peaceably if I give you that?’

‘Now, governor, you talk sense,’ said Tom. ‘Unfortunately we have instructions not to go without the whole lot, as you have made a default, and we are bound to do as we are told, you know.’

‘All right,’ said Tomkins, and he rushed upstairs in a rage. But when he again entered his wife’s bedroom and beheld her in tears, his anger evaporated, and it was in a melancholy tone that he explained the situation to her, and made her understand how his signature had evidently been obtained to a document that he had never agreed to execute, or had any intention of executing. The poor little woman was much distressed and grieved at the idea of being compelled to tolerate, even for a single night, the presence of the men in possession. But she had, nevertheless, the sense to see that her husband was powerless at the moment, and she therefore put the best face upon matters that she could, and got her husband his supper from such portions of the leg of mutton as remained. First experiences in troubles of this kind are always excessively painful, and those who have gone through them, alone can know how deep is the sense of humiliation and distress at such a catastrophe, and for poor Mrs Tomkins, these feelings were accentuated by remorse and regret that she was the primary cause of the present embarrassment. She

lay awake half the night, and long after Tomkins himself was slumbering, trying to contrive some possible means of assisting her husband. She would, of course, sell her watch and such few little trinkets as she possessed if it would be of any use, but she feared that the outside value of all her belongings would not exceed a few pounds, and that would not go far to satisfy a claim of £30. She began to fear the very worst for their poor little home which had hitherto been so bright and cheerful, and she shuddered to think of their children's future, if they had to leave their little house, and go and live in miserable lodgings. This had been the fate of some friends of hers who had recently been overtaken by similar difficulties in consequence of an unsuccessful lawsuit. Why had she not thought of all this before? She had urged her husband to borrow money for their Christmas festivities, which, now that they were over, seemed to have been altogether unworthy the anxiety and trouble of the present moment, and thus did she continue to reproach herself, until in the early hours of the morning she got to rest.

CHAPTER VII

HOW THE BANK BEHAVED

TOMKINS rose the next morning a sader if not a wiser man. As yet, he did not feel absolutely certain that Mr Sleimy was altogether as bad as from present appearances he seemed. He resolved that his first step should be to endeavour to see that gentleman and ascertain from him, personally, whether or not he was responsible for what had happened. Over the breakfast table his wife unfolded the various schemes that had been running through her head during the night for raising the necessary funds, but while he could not help being touched by her devotion and self-sacrifice, he was obliged to point out to her that they were altogether inadequate to the present situation. However, he did so as kindly as possible, and in a way that avoided hurting her feelings, assuring her that the matter would be all right that evening, or, at latest, the next day. He went forth in the hopes of being able to interview Mr Sleimy on his road to his daily occupation. Tomkins' hopes of a speedy settlement of the difficulty of the situation

were destined to a rude overthrow. When he arrived at the bank he was told that Mr Sleimy was still away, and that there was no chance of seeing him for the next three or four days.

‘But,’ said Tomkins to the clerk who gave him this message, ‘the matter is very urgent, and I can’t wait three or four days. Can you give me his address, and I will go and see him.’

‘Oh, dear no!’ said the clerk, ‘I can’t possibly do that.’

‘But what am I to do,’ said Tomkins. ‘In three or four days it will be too late.’

The clerk was too much accustomed to the business of evasion towards persons in Tomkins’ position to be moved by his distress, but he had received no special instructions with regard to this case, and he, therefore, thought there could be no harm in his offering a suggestion.

‘Hadn’t you better see the bank manager, sir? I have no doubt he can do anything for you on Mr Sleimy’s account, and perhaps he can tell you where to communicate with him.’

‘Very well,’ said Tomkins; ‘although my business is entirely with Mr Sleimy, I will see the gentleman you suggest.’

The clerk withdrew for a minute, and, on returning, gave Tomkins to understand that their Mr Chester would see him. He was ushered into a dismal little room, where he was kept waiting for some ten minutes

in a most distressed frame of mind. What was he to tell this gentleman, and how explain to him the way in which Mr Sleimy had treated him?

Mr Chester was a short, square-shouldered man, with a forbidding countenance and a somewhat repulsive expression. He had none of the pleasant manner of Mr Sleimy about him, and our hero felt depressed by a first glance, but Mr Chester did not give him much time to arrange his thoughts or make up his mind how to deal with the situation. He opened fire at once. 'You wish to see the bank manager, sir? What is your business, please?' Tomkins had no time to consider how he should put his answer, but was obliged to go straight into the facts of the situation.

'Shortly before Christmas,' he said, 'I borrowed £20 from Mr Sleimy, to be repaid by instalments. I am quite ready to pay the instalment that is due.'

'Well,' said Mr Chester abruptly, 'you need not have troubled me about that. The clerk will take your money and give you a receipt in the outer office.'

Tomkins was only too delighted to hear this, and produced the amount with alacrity. He wished for nothing better than this, and if he could get the instalment accepted, he was even prepared to say nothing about the way in which he had been treated with the bill of sale. He could not, however, help exclaiming: 'Why, I offered to pay this yesterday, but your men said they could not take it.'

Mr Chester drew up his eyebrows. 'Our men! What men are you referring to, sir?'

'The persons you sent to my house last night, and who declined to leave unless I paid them £32 and expenses.'

'Oh!' said Mr Chester, his face assuming quite a different expression, 'your instalment was overdue and we have had to go into possession. That is quite a different matter.'

Tomkins' face fell, but, as he did not at once wish to lose the position he had gained, he answered: 'Without going into that, sir, I am quite willing to pay the £2 and anything reasonable for the trouble you have been put to, if you will tell your men to leave my house, and I assure you the whole amount will be paid punctually as it becomes due.'

'Very likely, very likely, sir, but you will excuse me if I see how the matter stands. I don't carry these transactions in my head, you may imagine.' He rang the bell for a clerk, and having ascertained Tomkins' name and address, he dived into a huge ledger that was brought to him and read out from the entry: "'£30 on bill of sale. Whole balance due on failure to pay instalment. First instalment, 23rd, unpaid.'" I see, Mr Tomkins, that under your arrangement the whole amount is now due to us. Our men were perfectly right, and I have no authority to alter the arrangement. You must pay the £32 and interest, please, or we shall be under the painful necessity of realising our security.'

‘But,’ said Tomkins pleadingly, and still hoping to get the better side of Mr Chester, ‘the instalment was only a few hours behind, and here it is. Can I not persuade you to take it now? Mr Sleimy said I could always have time to pay, and I assure you I will be punctual with the next instalment.’

‘Mr Sleimy, sir,’ replied the other, ‘has no authority to depart from the usual practice of the bank. I am afraid I cannot help you at all, but, of course, if you like to pay the expenses of possession, we will not sell for a few days.’

Considering the law did not entitle them to sell for five days, the generosity of this offer can be readily understood, but Tomkins was altogether ignorant of bill of sale law, and Mr Chester chanced this being so. Tomkins took a good hard look at the manager, and seeing from his countenance that there was no sign of relaxation, he thought he could not injure himself by making his protest against the position of the bank. ‘But, sir,’ said he, ‘you are perhaps not aware that I borrowed this money on my own security only, and that I never agreed to give any bill of sale.’

‘Do you mean, sir, that we have taken possession under a document that you did not sign?’

This was said in a tone of such anger that Tomkins was quite frightened. Still, even for the purpose of trying to mollify Mr Chester, he could not depart from the truth. ‘I admit,’ said he, ‘that I did sign the

document your men showed me, but I had no idea that it was a bill of sale, or I should never have signed it ; still, I am willing to—'

Mr Chester interrupted him angrily : 'Sir,' he said, 'you have ventured to accuse the bank of fraud ; I can discuss matters with you no longer. Good morning.' And he rose up and motioned Tomkins to the door.

Tomkins was not prepared for this abrupt way of dealing with matters ; he strove to explain : 'I didn't intend to use any harsh language, and I came here, as I told you, fully prepared to pay the instalment which is due, and I am anxious to do this, and all future instalments will be all right.'

Mr Chester hesitated a moment. 'You should have thought of that before you ventured to suggest that you didn't sign the bill of sale. I do not myself know anything about the matter, as you are one of Mr Sleimy's introductions to the bank, but I suppose your signature was witnessed in the ordinary way and you had the money. I really must decline to discuss the matter further.'

'Well,' said Tomkins, 'won't you take the instalment ?'

'The only thing I would advise the bank to do, sir, is to accept the instalment due and withdraw from possession of your goods if you pay us £5 for the expenses, and find us two good sureties for the further payment of the future instalments as they become due, and I

assure you I am not at all certain that the bank would do this if I were to mention what you said just now.'

Tomkins sighed heavily. Mr Chester might as well have asked him for £500 as for £5 at that moment, in addition to the instalment which he had in his pocket, while, as for getting sureties, that he knew was out of the question.

Mr Chester had risen in his chair as he made this last suggestion, and Tomkins fully understood that he would get no better terms from him. However, he made one last effort. 'I am willing,' he said, 'to pay you the instalment, and £2 for expenses, if you will take it.'

Mr Chester waved his hand in refusal, 'Not a penny less than I have said, and you must excuse me, but I have other business to attend to.'

'Then you mean to ruin me,' said Tomkins in desperation.

'Oh dear, no ; we shall merely enforce our security. It is no business of ours to inquire into the result, and I have no doubt, before the sale, you will find the means to pay us.'

'Not one penny, not one farthing,' said Tomkins, at last losing his temper ; 'that bill of sale is a fraud, and if you don't at once take your men out of my house, I will expose you.'

Mr Chester was quite prepared for this outburst ; he simply waved his hand towards the door and himself

disappeared through another one without condescending to reply.

Tomkins left the bank with rage in his heart, but without any definite opinion of how he was to carry his threats into execution. Tomkins' feelings had not subsided when he reached his employers' premises, and his fellow-clerks at once noticed, when he took his usual post, that something was amiss with him, but, nevertheless, in accordance with that general sense of good feeling that prevails amongst men in common employment, his gloomy looks and downcast expression were not made the subject of any comment, to his face. There was, however, one of the clerks who was always specially friendly with our hero, and knowing that Tomkins had recently had illness at home, he took the opportunity, during the luncheon hour, to ask whether his evident distress was occasioned by the health of his family. It so happened that this chap, by name Frederick Grant, had told Tomkins that he had been several years in a lawyer's office before he had become a bank clerk, and the ice being broken between them by Grant's kind inquiry, Tomkins thought he might, perhaps, get some good advice from him.

'My dear fellow,' said Grant, 'you know I shall be only too happy to do anything I can for you, only it is so soon after Christmas, that there is not much 'oof flying about. However, out with it ; what is it ?'

Tomkins' natural reticence disappeared under Grant's

kind invitation to confide in him, and he gave, as well as he could, a brief narrative of the facts leading up to the present position. 'And you know,' said he at the end, 'I never gave any bill of sale, nor had I the slightest intention of giving one, and if it had been demanded I never should have borrowed the money. I know nothing about the law, and I am afraid I have made a dreadful fool of myself, but what am I to do? I cannot find £30, and I don't want to have my little home sold up. Now, give me your advice, old fellow.'

Grant drew a long breath. 'Whew,' he said, 'you have been had, that's pretty certain. What you want is a smart lawyer to get you out of the difficulty and bring that rascal Sleimy to book. I don't quite see how they could have got that bill of sale without an inventory of your furniture; but, look here, we will beg a half holiday, say we are going to a funeral or something of that sort, and you and I will go and see my friend Mr Millar. He is a very smart lawyer, and if he cannot get you out of the mess, nobody else can.'

Tomkins was in a state of mind in which he was perfectly ready to abandon himself entirely into the hands of anybody with a stronger mental capacity than himself. In fact, he did not know what to do, and, therefore, he at once acquiesced, and they readily obtained leave of absence at three o'clock, and the pair started for Bucklersbury where the 'smart' lawyer's office was situated.

CHAPTER VIII

THE SMART LAWYER

THE commanding abilities of the 'smart lawyer' had not as yet been sufficiently appreciated by an ungrateful world, if one is at all permitted to judge of the position, reputation, and earnings of a member of one of the learned professions by the rooms he occupied. These consisted of a small and somewhat dingy office adjoining a similar and dingier one, behind a desk in which sat a diminutive boy who fulfilled the functions of clerk, and somehow managed, without difficulty, to get through all the work that Mr Millar required of him. Mr Millar, who was a man of any age between forty and sixty, had been a member of the honourable profession of the law ever since he was twenty-one. He had been admitted in the good old times when a man was made an attorney-at-law, and a solicitor to the Court of Chancery, but in the year of grace 1875, when our legislature used its best efforts to make a fusion of law and equity, and succeeded in making a confusion in everything, his former title was abolished ; he became a solicitor only.

That the loss of his first title was a benefit to him is more than doubtful, seeing that since he ceased to be an 'attorney' he had done nothing else but 'solicit,' and there was little to show that his efforts had been appreciated. Mr Millar was a short, square man, with a vivacious expression, and a manner that had once been cheerful, but was rapidly verging into that sad cast of countenance which gave one the impression that he was embittered against an unsympathetic and unremunerative world. He had some little business; a few old friends and school acquaintances, such as Mr Grant, placed absolute confidence in him, and always spoke of him as a 'smart man,' a title which, perhaps, he had deserved by his exertions on their behalf; but the world had not encouraged him, and he was still looking forward to be concerned in some great case or to have some stroke of luck that would make his fortune. It must, however, be stated that he was tolerably familiar with all ordinary forms of litigation, though absolutely without higher legal knowledge, for which he invariably went to counsel.

The little boy in a squeaky voice told Grant that Mr Millar was engaged. Mr Millar always was engaged when anybody called. It is a good plan, and makes people fancy that one is busy. The boy wrote Mr Grant's name on a piece of paper, and took it into Mr Millar, and Mr Millar sent out a message that he would see them in a few minutes, and having kept them as long as he thought necessary, he had them ushered

into his room, where he made a great show of putting away important papers into one of the many dummy deed boxes that adorned his walls.

'Ah! Grant,' he said, shaking hands with him, 'I hope you are not in any trouble, but if you are, we can soon pull you through. Sit down; and is this,' pointing to Tomkins, 'a friend of yours.'

'Mr Millar,' replied Grant, 'let me introduce you to my friend Mr Tomkins. He is in a little difficulty and I have brought him here to get the benefit of your advice, and, if possible, assistance.'

Mr Millar shook hands with Tomkins. He noted that he was fairly well dressed and looked evidently respectable, and he brightened up at the idea of a probable good case with its attendant bill of costs. 'I am quite at your service, Mr Tomkins,' he said, 'just tell me what the trouble is in your own way, and rely upon my doing anything for a friend of my old friend Grant. Now, what is the matter?'

Tomkins, upon this invitation, as well as he could and with the help of several adroit questions from Mr Millar, detailed the history of his present position. We need not repeat it.

Mr Millar sat smiling and rubbing his hands all the time and making such interjections as 'Ah!' 'Of course!' 'D——d thieves!' etc. When the narrative was finished, he drew his right knee across his left, folded his hands, and seemed about to deliver a lengthy

opinion, while Tomkins waited in breathless expectation. But, like the celebrated parrot, he only thought a lot, and after about five minutes, unfolded his hands, put his knee back, drew a sheet of paper to him and took a pen in his hand, and then said, 'I will just take down a few notes,' which operation being concluded, he delivered this opinion : 'The law relating to bills of sale is exceedingly complicated and very difficult to understand, and no solicitor will venture to give you an opinion off-hand upon any question under it. We must go and see counsel.'

Tomkins looked at Grant with an expression that seemed to say what was the use of coming to see this man if he can't tell us anything?

Grant said, 'The safest course is generally the cheapest in the long run. Tomkins, I am sure you cannot do better than put yourself in Mr Millar's hands and take the opinion of the counsel he recommends.'

Tomkins was in that distressed state of mind in which a man can be and generally is led by the nose by anybody who offers to take him in hand, and he made no protest.

'Very well, gentlemen,' said Mr Millar, 'we need not put a case before counsel as the matter is urgent. I will arrange a conference with the smartest bill of sale man of the day. That's young Crushe ; and if you will tell me where I can communicate with you, we will meet in the Temple to-morrow and go to his chambers, or

better still, we might be able to find him in about 4-30 or 5 o'clock, but,' he said, hesitating, 'I don't think that is much use, because I must have a copy of the bill of sale!'

'But, you know,' said Tomkins, 'I never signed any bill of sale.'

'My dear sir, of course I understand you are prepared to say that, but you bet your life they have got one duly attested, witnessed, and registered, and it is no good going to Crushe without a copy of it.'

'But I never had a copy of it,' said Tomkins, 'and I am sure these people won't help you a bit.'

'No,' said Mr Millar laughing, 'but with the help of your superior wisdom, we can get a copy, and I will have one before to-morrow without even asking your friends, The National Union Credit Discount Premium and Deposit Bank, or Mr Sleimy.'

Tomkins was astonished, and of course duly impressed by this statement.

Grant said, 'We had better leave all this to Mr Millar, and he will write me a line to the bank, and say what time we shall meet him to-morrow.'

This was agreed to, and the friends left, Mr Millar only having made a confidential inquiry of Grant, as to whether Tomkins could be trusted for his costs in the event of his failure to get them from the other side; a most important inquiry from a solicitor's point of view. Grant assured him Tomkins would be all right, and said loudly enough for Tomkins to hear,

‘Of course he will bring the counsel’s fee with him to-morrow.’

‘Two pounds will cover that,’ said Mr Millar, and he wished them good afternoon.

Mr Braithwaite-Crushe was what is called in the profession, a rising junior. He had not always been rising, and he was still far from expecting that the leaven that was in him had done its work, and that he might consider his position fully established. He was a man who never would have succeeded, or even been introduced at the bar thirty years ago. His manners and methods, both of obtaining his business and conducting it, being entirely foreign to the etiquette that then prevailed ; but things are different now, and although the same conditions are supposed to prevail, they are gradually giving place to a new order of things, in which it is no longer absolutely necessary for a barrister to keep entirely in the background, until fortune or accident leads solicitors to employ him. It must not be supposed that Mr Crushe was a touter, or that his methods of obtaining business were original, but they had been worked to the utmost, and carried to the extreme limit. Still, this sort of thing is always forgotten and forgiven in a successful man. A brief sketch of Mr Crushe’s career may be interesting. He was christened Robert, and was the son of a small pawnbroker in the Whitechapel Road. He had the advantage of a fairly good education for a boy in his

class of life, until he was twelve years old. That is to say, he learned to read and write, and do sums, and draw caricatures on slates, and made himself popular with his companions by a way he had of advising them in any little difficulty or distress that might happen. At this period of his existence, although he was supposed to attend school regularly, he spent a good deal of his time in reading blood and thunder literature. All his spare coppers went in boys' journals and magazines, and though he could not afford the 'shilling shocker,' he managed to glance into a good many at the old bookstalls and barrows that may be seen any day in the Whitechapel Road. Bob, as he was called in those times, was destined to an easy career, but fate was against it. His father died somewhat suddenly, for it having been suggested by a too inquisitive policeman, that certain pickers-up of unconsidered trifles, were too frequently in the habit of using his capital as a medium for converting the proceeds of their acquisitive habits into the cash that is desired by all men, Bobby's father was requested to give an account of his investments before a benevolent old gentleman seated at a desk in a low ill-ventilated and unpleasant place of public resort, in the neighbourhood of Arbour Square. Whether it was the result of that unfathomable thing, shock to his nervous system, or penitence for passed misdeeds, or the terror of having to appear before that ancient and benevolent

gentleman, whom all respected but few cared to greet, or whether it was all these causes combined, or whether inspired by dread of coming trouble, he hastened his own redemption by the use of some subtle drug, has never been revealed, for *post-mortem* inquiries are not always certain in their results, but it is unquestionable that Bobby's father departed this life, and that with his death, the business out of which he had made a decent living for himself and family, came to an end as untimely as that of its proprietor. When the whole of the assets of the deceased pawnbroker were realised, and his funeral and other expenses paid, his widow was left with only sufficient to give her an income of a few shillings a week, and with two girls, a young boy who was a cripple, and Bob himself dependent upon her. Now, independence of character is a thing that may show itself at a very early age, and Bob possessed this gift. He did not regret or deplore the change in his fortune, but he consoled his mother, sisters, and his helpless brother as well as he could, and at once threw himself upon the mercies of a cold and ungrateful world.

The first situation he obtained was as errand boy in a fried fish shop, where he lived amid the odour of stewed eels and fried plaice, supplemented occasionally by fish on the eve of conversion into its natural elements ; but he got 6s a week and food, such as it was, and took the sum home to his mother, and added thereto sundry rejected portions of his employer's wares, which were

either bestowed on, or 'sneaked' by him, it matters not which. Unfortunately, this situation did not last long. He got dismissed for chucking a stewed eel at his master's head; a culminating feature of a dispute which commenced between them, as to whether New York was in North or South America. Bob protested that it was in the North, because he had read it in one of the books he admired, and his master asserted the contrary, because he had been there, and of course he ought to know. Still, the fragrant remembrance was forgotten by his master to this extent, that he gave him a good character, which, to tell the truth he deserved, and Bob's next place was at a tobacco shop close to one of the metropolitan stations. Here he acquired the abominable vice of polluting his own body and the neighbouring air with the vile fumes of a noxious weed, and we regret to say, that from that time it never left him; but a man is not a man without some vice, and independence of character may be shown by evil-doing as well as by virtues. Bob's career in the tobacco trade was longer and not so prosperous, for he only got 5s a week and his tobacco. No food and no tit-bits for his mother, but he had the pleasure of leading his crippled brother into the same delightful habit of smoking that he had himself acquired. Nevertheless, it was the stepping-stone to his fortune, for being a rather honest-looking and smart boy, and clever enough to pick up the details of the retail trade, he was often

left in charge of the shop, and made friends with one or two of the customers. Amongst them was a certain shady solicitor, who practised in the Police and County Courts, his clients being not exactly select, but mostly drawn from the least favoured portions of society. Bobby's smartness took such a hold upon this gentleman, that he ultimately induced him, much to his master's regret, to give up the honourable calling of assistant to one of England's merchant princes (are we not told that trade is the highest calling of the Englishman?) and took upon himself the vile, manual, and servile capacity of clerk and quill driver to an attorney.

If at Mr Sharpe's office he did not commence his career by 'polishing up the handle of the big front door,' he nevertheless served writs, copied letters, and made himself generally useful inside and outside the office, and his salary rose to 7s a week. It is true, the rise at first was the reverse of beneficial, for Mr Sharpe was very impecunious, and Bobby had many a Saturday afternoon to go home to his mother with a draft upon the bank of credulity in his pocket instead of his wages, but he very soon learnt that there was a way to make a good deal more than the amount of his wages in Mr Sharpe's employment. There were numberless clients, many of them thieves, pick-pockets and such like, who when they were 'in trouble,' as being charged with a crime is politely called, always found the money

for Sharpe's services, and a shilling or half-a-crown for Bob if he was smart, and he *was* smart. The bigger the tip, the smarter the boy, is an old adage, which was found to be perfectly true in Bobby's case. The result was, that although his wages were paid very irregularly, Bobby found himself very much better off at Mr Sharpe's. He had the opportunity of becoming familiar with a class of life that stood him in good stead in after years. An advocate ought always to know the ins and outs of his client's calling. Bobby, in these years of service at Mr Sharpe's, became thoroughly familiar with every dodge, fraud, device and wickedness, that exists in the modern Babylon, and it is to his credit, that in spite of the influence of the class with which he mixed, and his associations, he kept himself honest, respectable, and fairly truthful, and gradually developed an ambition to make himself something in life. It was often his business to attend the Old Bailey or the Sessions, in order to instruct counsel in a case where his employer was solicitor for the defence or prosecution, and on these occasions, he would drink in with delight and reverence, the oratory of the leading members of the Bar. He was so impressed with the advocacy to which he listened, that he came to the conclusion there was no career so sublime as that of a thieves' advocate, and he determined, in some way, to get to the Bar, and try and make himself known in that profession. It was many years, however, before he

could make the slightest progress towards the fulfilment of his hopes, for he was only able to get an occasional evening off to devote himself to study, and then it required a certain amount of capital which Bob did not possess. But fortune favours the bold, and it so chanced that about this time a well-known member of the aristocracy was accused of a particular serious and disgusting offence, and Mr Sharpe was retained to appear for him at the Police Court. Fortunately for Bob, his employer was laid up on the day when the case came on, and the task of dealing with the situation fell to him. In those days magistrates were not very particular, and solicitors' clerks were freely heard as counsel in Police Court cases. Bob acquitted himself so well that he got the magistrate to find that there was not sufficient evidence against his client to commit him for trial, and the nobleman was so thoroughly pleased with the way in which the case had been managed, that he insisted on Bob coming to dinner with him, and afterwards, over a bottle or two of good wine, he insisted on doing something for his young defender. Bob at once hit the nail on the head, with the result that the nobleman agreed to charge himself with the expenses of Bob's admission to one of the Inns of Court. That least particular with respect to the character and position of persons to be admitted to the Bar in the time of which we are speaking was Gray's Inn, though things are altered now, and it was to Gray's Inn that Bob

applied for admission. He readily got two barristers who had on occasions been briefed by Mr Sharpe, to nominate him as a fit candidate, and after eating the customary number of dinners, he was entitled to gratify his ambition by appearing in those ridiculous garments in which it is considered an advocate is enabled to do justice to his client. When he became a full fledged barrister, he had, of course, to give up Mr Sharpe, and for the first year or two he found that financially he had by no means improved his position. But the aforesaid nobleman remained his friend, and permitted Bobby, nominally, to borrow of him from time to time, a sufficient sum to keep him going in humble chambers, and the few little cases he picked up at the Sessions enabled him to continue the assistance that he had all this while been giving to his family. He thought it as well not to change but to improve upon his name. Two names hyphenated together are exceedingly fashionable at the Bar, and remembering a certain celebrated case, he took the liberty of making use of it, and he therefore appeared upon his call to the Bar as Mr R. Braithwaite-Crushe. Certainly, the Braithwaite had an air of distinction about it. Several years passed by. He attended at the Old Bailey, and the Sessions, in all the Courts and on circuit, but he made very little progress. Associate with attorneys and their clerks as much as he liked he made no impression. His generous benefactor died, and he was almost in despair, and on more than

one occasion thought of taking up some other calling, when it so happened that two leaders of the Bankruptcy Court took unto themselves silk gowns, and gave up the bulk of their practice before the Registrars. An attorney who did a very large practice in bankruptcy suggested to Mr Crushe that he should try and get an opening in this Court, and Bob, who was prepared to do anything, readily acquiesced in the suggestion. The Bankruptcy Court was a tribunal in which the etiquette of the Bar was very much relaxed by reason of the fact that solicitors had the right of ordinance there as well as barristers, and they met as equals, and there was an opportunity of becoming much more friendly. Mr Braithwaite-Crushe made his appearance in the Bankruptcy Court and soon began to get a few cases. He then wrote, or rather he got a very clever but impecunious barrister to write a book upon bankruptcy, to which Crushe put his name, generously acknowledging the assistance of the man who had really written the book, and the work being fairly successful, brought him into some notice, but it was slow work. So he determined to get round him the clerks of all the principal firms that did business in bankruptcy, and for this purpose he took chambers near, but not in one of, the Inns of Court, and gave his clerk a large room with instructions to entertain all the lawyer's clerks who might call or whom he might meet. Here, after business hours, might have been found a large number of men smoking pipes and drinking beer with

Mr Crushe's clerk, and occasionally the great barrister himself being detained late, and reading briefs and settling affidavits, would join them, and in this way he began to be the advocate of everybody who had any business in bankruptcy. It is true that the large firms did not employ him at first, but that was to come. In the course of four or five years he found he was getting a nice little practice together. He did it fairly well, worked hard, and was popular with solicitors and their clerks, if the members of the Bar still fought a little bit shy of him. Then there came two or three legislative enactments connected with the bill of sale law. To these, Mr Crushe, again assisted by the impecunious barrister, turned his attention. The first edition of Braithwaite-Crushe on Bills of Sale was so successful that he was recognised as an authority upon the subject, and from that time his position was made, and he had no further anxiety except to get through his work from day to day.

On the morning of the day after the visit of Mr Tomkins and his friend Mr Grant to Mr Millar, that gentleman having procured a copy of the bill of sale at the Registry Office, waited upon Mr Crushe's clerk to arrange a conference with that gentleman, and was fortunate enough to find him free about 4.30. Having notified this to Mr Grant at the bank, the three attended in the Temple at the hour named, and after being kept waiting a sufficient length of time to im-

press upon them that Mr Crushe was a busy man, they were shown in.

Mr Braithwaite-Crushe was a short, bright-eyed man, very fair in complexion and hair, with a broad chest and a very deep voice. His appearance did not in any way denote his calling, save that his face was destitute of hair ; he had a clear glance and a cheerful expression, but since he had become well known, he put on in Court a certain air of importance which he dropped with any client he liked to see, and Mr Millar happened to be one of the men who had taken to him in the very early days of his career, and consequently he had a sympathetic feeling towards him. He had a goodly show of briefs on his table, and one open before him which he had been reading, and a number of law books lay one within the other, and a certain amount of tidy confusion pervaded his table. He got up as Mr Millar came in, and shook hands with him, and Mr Tomkins being introduced as the client, he was also honoured with a friendly greeting.

‘ Sit down, gentlemen, sit down ; make yourselves comfortable, and, Millar, I know you will have a cigar.’

Mr Crushe produced his cigar-case, and the other gentlemen having lighted their weeds, the conference proceeded.

‘ Well, now,’ said Mr Crushe, ‘ what is the little difficulty this time ? ’

Mr Millar replied, ‘ My client, Mr Tomkins here, has got into the clutches of our old friends, The National

Union Credit Discount Premium and Deposit Bank, and we want your advice as to what are the best steps to take against them.'

'Ah! I see,' said Mr Crushe, 'the old story,—money-lender's victim,' and he looked at Tomkins pretty straight and hard, in a way that made that gentleman feel rather uncomfortable.

But Mr Millar intervened, saying: 'No, Mr Crushe, this is rather an extraordinary case, as you will say when you have heard Mr Tomkins' account of how he has been treated.'

'Well, let's have it then,' said Crushe, crossing one leg over the other, and lolling back in his easy-chair, smoking.

Mr Millar then proceeded to give a detailed account of Tomkins' case, assisted occasionally by a judicious question from the learned counsel. When he had finished, Tomkins fully expected that the great man would give some decided expression of opinion, but in this he was disappointed. Mr Crushe wanted to know a good deal more before he said anything.

'I take it, Mr Tomkins, that this was your first transaction with money-lenders?'

'Certainly, sir.'

'And it never occurred to you that you were signing a bill of sale?'

'No, of course not,' said Tomkins, 'because I told Mr Sleimy that I would not give one, and he said he did not require it.'

'You will excuse me asking you whether you ever drink?'

'Well, drink to get intoxicated, certainly not. I like a glass of whisky and water of an evening.'

'Ah! that's not what I mean, because according to your account you seemed to have been very easily overcome, and probably you were not very clear as to what you did sign.'

'Well,' said Tomkins, 'I should not like to say that the signature the two men showed me was not mine, but I had no more idea than a child that I signed any bill of sale, and when I borrowed the money, there was no agreement I should give one. The money was to be lent on a note only.'

'But one thing, Mr Tomkins, how did these people know what things you had in the house?'

'Well,' replied he, 'I don't know that they did.'

Mr Millar interposed. 'Oh, yes, they did, because the schedule to the bill of sale is very full and complete, and must have been made by somebody who took an inventory.'

'Now,' said Mr Crushe, fancying he had found a flaw in Tomkins' story, 'how do you account for this?'

'I can only account for it in one way,' replied Tomkins, 'and that is, that a circumstance happened of which I thought nothing at the time, but it has since struck me as very peculiar,' and he related what his wife had told him about the visit of the two men.

‘What ! that stale trick over again,’ said Crushe ; ‘is it possible these bill of sale men think they can be allowed to go on in this way ? I had the very same thing six months ago, in a case of *Jones v. Bullfrog*, and we made Mr Bullfrog croak before we had done with him, I can tell you. Well, that settles that point, and now, let me see the bill of sale. I suppose you have got a copy of it ?’

Mr Millar took from his bag a copy of the bill of sale which he had obtained, and handed it to the counsel, saying, ‘It seems to me it is regular enough.’

‘Now, don’t you be in such a hurry, Millar. These gentlemen are not so clever as they think themselves ; they very often forget some small formalities and enable their victim to escape.’

‘I hope that may prove to be the case here,’ interjected Tomkins.

Mr Crushe then proceeded to read through the bill of sale, and as this document is rather an interesting one, we give a copy of it for the benefit of our readers.

This Indenture made the 22nd day of December in the year of our Lord One thousand eight hundred and **Between** THOMAS TOMKINS of ——— Villas Wandsworth in the County of Surrey Bank Clerk of the one part and THE NATIONAL UNION CREDIT DISCOUNT PREMIUM AND DEPOSIT BANK Craven Street Strand W.C. of the other part

Witnesseth that in consideration of the Sum of £30 (thirty pounds) now paid by The National Union Credit Discount Premium and Deposit Bank the receipt of which the said Thomas Tomkins hereby acknowledges HE the said Thomas Tomkins

Doth hereby assign unto the said National Union Credit Discount Premium and Deposit Bank their executors administrators and assigns

All AND SINGULAR the several Chattels and things specifically described in the Schedule hereto annexed and being at ——— Villas Wandsworth aforesaid

To hold the same by way of security for payment in manner hereinafter appearing of the sum of £30 and interest thereon at the rate of 60 per centum per annum

And the said Thomas Tomkins doth further agree and declare that he will duly pay to the said National Union Credit Discount Premium and Deposit Bank the principal sum aforesaid together with the interest then due by equal monthly payments of £2 on the first day of each month in every year and that in case of the failure to pay any one of such instalments the whole of the principal and interest hereby secured shall be paid by him immediately and be forthwith due

And the said Thomas Tomkins doth also agree with the said National Union Credit Discount Premium and Deposit Bank that he will keep the whole of the said Chattels insured in the Alliance Insurance Office for the sum of £50 and duly pay the premium on such Insurance

Provided always that the Chattels and things hereby assigned shall not be liable to seizure or to be taken possession of by the said National Union Credit Discount Premium and Deposit Bank for any cause other than those specified in Section 7 of the Bills of Sale Act (1878) Amendment Act 1882 that is to say—

- (1.) If the said Thomas Tomkins shall make default in payment of the sum hereby secured at the time herein provided for payment or in the performance of any covenant or agreement here-

in contained and necessary for maintaining the security

- (2.) If the said Thomas Tomkins shall become a bankrupt or suffer the said goods or any of them to be distrained for rent rates or taxes
- (3.) If the said Thomas Tomkins shall fraudulently either remove or suffer the said goods or any of them to be removed from the premises
- (4.) If the said Thomas Tomkins shall not without reasonable excuse upon demand in writing by the said National Union Credit Discount Premium and Deposit Bank produce to them his last receipts for rent rates and taxes
- (5.) If execution shall have been levied against the goods of the said Thomas Tomkins under any judgment at law

Provided further that if the said Chattels and things hereby assigned shall be seized or taken possession of by the said National Union Credit Discount Premium and Deposit Bank in consequence of the breach of any of the covenants herein contained the said National Union Credit Discount Premium and Deposit Bank shall be at liberty to remove or sell the same or any part thereof at the expiration of five clear days from the day of such seizure or taking possession

In **Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed and Sealed by the
said THOMAS TOMKINS
in the presence of me
JOHN ATKINSON Clerk THOMAS TOMKINS
of Craven Street Strand
W.C. in the County of
London

The Schedule to which the foregoing Indenture refers
This consists of a list of
the whole of the furni-
ture in the house of
Thomas Tomkins and is
signed by him at the foot

Now, if any one who has not had some legal education or experience understands what this means we shall be somewhat surprised, but as the form was framed by our highly educated legislature for the express purpose of protecting the *money borrower*, perhaps one ought to assume that it is perfectly intelligible and a production of the highest earthly wisdom; still, it will occur to some people that the 'form in the schedule' should have been accompanied by a few pages in the manner of a law lexicon, so that the layman might clearly understand the meaning of such terms as 'Indenture,' 'Specifically described,' 'Defeasance,' etc.,

the judicial interpretation of which has not been yet settled, although more than fifteen years have elapsed since the Bill was passed.

'Now, the first thing to look at,' said Mr Crushe, 'is *the consideration* for the Act expressly provides that "the consideration shall be truly stated," which in a good many cases is not done. The consideration here, I see, is £30. Did you get £30, Mr Tomkins?'

Tomkins explained, as the reader already knows, that he was handed £30, and that he paid back £10 at once.

'Ah!' said Mr Crushe, 'let us see how the cases stand on that point. Here's *Nokes v. Jiles*, where the borrower wanted £50 and a bill of sale was made for £60, £10 being added for commission and expenses. £60 was handed to the borrower and he immediately repaid £10 to the lender. Default having been made in the instalments, the lender took possession and refused to withdraw for less than the full amount mentioned in the bill of sale. The Divisional Court held that the bill of sale was good, and ordered it to stand as a security only for the £50 actually received, and interest, but the Court of Appeal held that the consideration was not truly stated, as required by the Act, being of opinion that it was clear the lender intended to get £70 out of the borrower. Ah! I see,' he continued, 'that the plaintiff went to the House of Lords.' Mr Crushe here pulled down a volume from his bookcase, but after consulting it, he said, 'As far as I

can see, this point is not decided in the Lords, as they held the bill of sale bad on a different ground, therefore, we must take it, the decision in the Court of Appeal stands.'

'Then,' said Mr Millar, 'the bill of sale is clearly bad.'

'Oh dear, no; don't you be in such a hurry, Mr Millar, please; there was a case a month afterwards of *Jackson v. Discount Mortgage Company*.' Mr Crushe produced another book. 'We must just have a look into this. Ah! in this case, the bill of sale stated the consideration was £121, and that £15 was to be paid by the borrower for inquiry fees and the costs of the Deed, and that such amount should be paid with the first instalment, but it did not state that the £15 was to form part of the amount secured. Then it appeared in evidence that this was intended; still both the Divisional Court and the Appeal Court held the bill of sale good and declined to take any notice of what the intention of the parties was outside the wording of the bill of sale. It was argued that this case was governed by *Nokes v. Jiles*, but the Court distinguished it.'

'Did that go to the Court of Appeal?' said Mr Millar.

'Oh yes, they nearly all do,' replied Mr Crushe, 'unless they are County Court cases like the next one, *Thomson v. Williams*, in which the judge of the Whitechapel County Court decided that a bill of sale was bad, under which the defendants had charged 6s 8d for a lawyer's letter, which fact was not mentioned

in the bill of sale, and the Divisional Court upheld his finding, as a matter of fact, that the consideration was not truly stated.'

'Those cases seem in our favour,' said Mr Millar.

'So they do, but then there is *Jarvis v. Crusher*, in which the facts were exactly similar to yours, Mr Tomkins ; that is to say, £15 was repayable on demand, and the demand was immediately made and the money repaid, and that bill of sale was held to be good.'

'Then, that is against us,' said Mr Millar.'

'Truly so,' replied Mr Crushe, 'but then we come to *Petherington v. Brown*, which was confirmed in *Sibley v. Stiggs*: Cockley, claimant. In these two cases the Court of Appeal held that an agreement to repay the money on demand, or seven days after demand, was not an agreement to pay at a stipulated time in accordance with the form in the schedule, therefore the bill of sale was bad.'

'Dear, dear me,' said Tomkins, 'this is getting too much for me. Is this question of whether I am to be sold up or not under this bill of sale, which I never agreed to give, so complicated as all this?'

Mr Millar waved his hand to him as an intimation that he was not to interrupt the great lawyer in his consideration of the cases, but Mr Crushe good-humouredly interposed.

'My dear Mr Tomkins, this sort of thing is the mere A B C of bill of sale law in the present day.

I may have to go through fifty or sixty cases before I can give you a positive opinion upon any one point, and then when your case comes before the Court of Appeal, that tribunal may take into its head that the case upon which I have relied, and upon which I advised you, went a little too far, or not far enough, and they will then overrule or distinguish it. It is wonderful how the Courts get out of a decision they do not like, though it is their own.'

Tomkins wrung his hands. 'I am very much obliged to you,' he said, 'but if there is all this dreadful uncertainty, I am afraid I had better submit to be robbed, and have done with it.'

Now, chucking up the sponge was the last thing that suited either Mr Millar or, for the matter of that, Mr Crushe, who, although doing a good business, was perfectly alive to the fact that the existence of counsel is only justified by fighting cases, and not by giving in to a matter of difficulty.

Mr Millar was about to take the matter in hand, but Mr Crushe intercepted him.

'My dear sir, don't you arrive at a hasty conclusion. I can see that you have been cruelly swindled, and I answer for myself, and I think I may also answer for Mr Millar, that we will leave no stone unturned to obtain justice for you, but you must have a little patience, and you must not expect me to give an opinion in a hurry upon a matter so complicated as

this question of the consideration for the bill of sale.

‘Mr Millar added : ‘Mr Crushe always goes into his work thoroughly, and I know of old that he won’t suggest a step if he does not feel tolerably confident that he will be successful.’

Tomkins was mollified. ‘Well, I am sorry I interrupted you,’ he said, ‘but all this is so difficult for me to understand.’

‘You need not be surprised at all at that, Mr Tomkins. It would take a far cleverer man than any of us here to extract a thoroughly satisfactory and general principle from the decisions in bill of sale cases since the Act of 1882. If you will just let me go on in my own way, you shall have my advice to the very best of my ability, and before you leave, but you must let me get at the result in my own way.’

Tomkins bowed as an intimation of complete acquiescence.

Mr Crushe resumed his examination of the bill of sale.

‘Well now,’ continued Mr Crushe, ‘let us get on a little further ; of course, we will make what we can out of the contention that the consideration is not truly stated. The next thing to see is, are there any covenants that are not for the maintenance or defeasance of the security, or are not in accordance with the form in the schedule. Let us see.’ Mr Crushe read carefully through the bill of sale. ‘No,’ he added after his perusal, ‘I don’t see any-

thing wrong there, but what about the schedule, that is the next thing. Because you know,' he said jokingly to Tomkins, 'the only goods to which the bill of sale applies are those *specifically described in the schedule* to the bill of sale. Ah! to begin with, here's dining-room,—eight chairs; I do not think that will do.'

'Why not?' suggested Tomkins, 'there are eight chairs in my dining-room.'

'Wait, let us see how the cases stand on that point. Here is the first case. It is *Pitt v. Tanner*. Now the description there was "450 oil paintings in gold frames, 300 oil paintings unframed, 50 water-colours in gold frames, and 20 water-colours unframed." This is what the Master of the Rolls said in dealing with the question of "specific description." 'I must say I do not agree with what was said by Mr Justice Bulpit in the Divisional Court. He says, looking at the meaning of the word "specifically." "It is derived from species, and one would think it enough to state what species." Now, I ask myself whether the legislature, when they used the word "specifically," had in their minds the derivation of the word, and I don't think they had, therefore I say it is not this definition that should have guided the learned judge in the Court below. This section has evidently been drawn from the point of view of a business man. What the words were meant to imply was such a description of the goods as would indentify them, as, for instance, they are usually identified in an auctioneer's

catalogue, and I should be inclined to hold, and if it is necessary at any time so to hold, I will hold that unless the description amounts to what I have stated, it is not a "specific description." It does not seem to me that it is very easy or possible to state exactly what is a "specific description," because it must depend upon the particular class of goods. Now an oil-painting might be a Turner, or a Sir Joshua Reynolds, or perhaps a modern picture by Alma Tadema or Millais, but it would not be a specific description to my mind to describe it as a picture by one of those masters, without mentioning at the same time the subject of the picture, but here neither the subject nor the name of the painter is mentioned, therefore I agree with the Court below, that the description is not specific.' Lord Justice Arch agreed with the Master of the Rolls, but then Lord Justice Spry, who is a great authority upon these matters, although he concurs in the judgment, says this: 'It is not necessary to decide the question in this case, but I cannot quite agree with my learned brother, that if the pictures had been described by the names of the painters without the subject, or by stating the subjects without the names of the masters, the description might not have been said to have been "specific." I think the word "specifically" is a word to be interpreted according to the sense of the Court in each particular case, and though it seems hard and somewhat curious, that the title of a man to goods should in each case depend upon

the view of a judge or jury, yet I am driven to this conclusion upon a careful consideration of the wording of this section. If we are wrong, the legislature will no doubt set us right in the future, but until this is done, I feel bound to decide the question in accordance with what may be the view I take in each particular case.' Still the decision stands. Now, in *Plumber v. Bean*, the question again arises, but this time it was not pictures but *cows*, the description was "twenty-one milch cows." The learned Master of the Rolls there said, 'Twenty-one milch cows is only a description of cows, as cows that give milk as an opposite to cows that don't. There are other means of describing cows. You may specify the length of their tails or the size or shape of their horns, as for instance, in a little poem with which we are all familiar, "This is the cow with a crumpled horn." Now anybody would contend that a cow with a crumpled horn is a specific description, but here no mention is made of anything connected with the horn or the tail. Cows might also be described as having tossed somebody, as the celebrated cow to which I refer did, but I should not say that it was a specific description if the words were "a cow that tossed John Smith." But there are other modes of description. They might have been identified by breed or colour, or given names. It is true that in *Dicks v. Dicks*, the bill of sale was held good where the description was merely seven milking cows, but I cannot find that the question of

whether or not that description was sufficient was gone into. A milking cow is not quite a correct way of speaking, as it would be a cow that milks and not one that is milked, so I do not feel myself bound by that decision. If I did I should, nevertheless, manage to distinguish it in the same way as we are always constrained to do in scores of cases which we have occasion to consider every day, and which we find inconvenient for the purpose of the case before us. I am of opinion that in order to comply with the section where you have cows, you must do something more than say that they are cows giving milk.' Lord Justice Spry very aptly said this: 'The necessary description would differ in various cases; suppose the owner of twenty or thirty wild asses were to comprise them in a bill of sale, I don't suppose it would be necessary to go into an exact description of every one of these creatures, but if the schedule comprised six race horses, I think one would expect a far more exact description of the animals, and greater assistance in the identification of them. Now the same observations would apply to cattle; for cattle on the hills, a general description would do; but if a man had some short-horns with valuable pedigrees, I think one would require another, and more accurate description. It is said that the description *milch* is specific. It does not seem to me that there is any difference between these milch cows and any other milch cows. They might have names, or they might be described

by their colour, or by some marks, or by their age. I will not take upon myself to say what ought to have been done to make this description specific, because I really don't know, and I care very much less. It is sufficient that they have not done what I think they ought to do, and upon that ground I am content to decide against them.' Then comes the judgment of the dissenting Judge, and he very wisely observes : 'It seems to me, what would be a sufficient specific description as applied to one subject, may not be a sufficient specific description as applied to another. Here the description complained of is twenty-one milch cows ; now these cows, as I understand it, were ordinary cows. They gave milk in the ordinary way ; they eat hay and grass like other cows, and they chewed the cud. It is not suggested that they were cows of a special breed, that they had crumpled horns, or that they were of any particular colour, or had pet names, and even if they had been named Polly, or Peggy, or Violet, it might have been said that there were plenty of other cows who were also named Pollies, Peggies, or Violets. I suppose the proper way to describe them was the way in which a business man having to deal with such things would describe them. If it is suggested that their colour should be mentioned, all I can say is, I don't believe it is usual for a business man to describe cows by their colour, and as for describing them by name, it seems to me ridiculous to suggest that in a dairy,

cows would have pet names. If it were sheep, I do know something about sheep, because I have kept sheep, you would describe your lambs as wether lambs, or your sheep two-tooth, four-tooth, six-tooth, or broken mouth, and, therefore, a hundred sheep simply would not be sufficient. I find in a passage from the judgment of Johnson, L.J., that he thought a description of twenty chairs would be sufficient.' 'Ah!' said Mr Crushe, 'we must look at that.' Then continuing to read, 'I might go a little further, and supposing the description was twenty-one dining-room chairs; could it be said that it was not sufficient? Would it be necessary to say, "with oak backs and red leather seats, and so on?"' Well, we need not read any further, because, now I come to think of it, there is a reason why these cases are not material. I have been wasting time. It is a very interesting inquiry, but section 4 of the Bill of Sale Act, which deals with the description, does not avoid the bill of sale as against the grantor, so we cannot avail ourselves of the mis-description in the schedule.'

Tomkins began to think that this looked rather bad, and was about to say something, but Mr Crushe stopped him.

'Well, I tell you what it is, Millar, I have made up my mind what to advise you to do. Whether the bill of sale as a document is bad or not, remains to be seen, but if Mr Tomkins' story is

correct, as to the way in which it was obtained from him, there is no doubt that a fraud has been committed, and our best course is for him to make a strong affidavit, and then issue a writ against the bank for damages for trespass and to set aside the bill of sale, and we will apply for an injunction at Chambers to-morrow morning.'

CHAPTER IX

AT CHAMBERS

THIS sudden conclusion of Mr Crushe was due to the fact that he had just recollected an appointment at his club for which he was already late, and it was necessary to get rid of his client. Mr Millar agreed that this course should be pursued at once, and they left the Great Man's chambers. Tomkins was very soon afterwards dismissed by the sharp solicitor, with instructions to call upon him first thing in the morning, for the purpose of swearing an affidavit. Tomkins had not the slightest idea what that was, but he thought it as well to leave himself in the hands of his advisers, and he therefore promised to call as requested. He went home, and had still the mortification of finding the men in possession, yet, as he could do nothing that night, he had to submit to their presence ; and as he learned that they remained in the kitchen, and so long as they had something to eat and drink, did not make themselves unpleasant, he submitted to the inevitable with a good grace.

The next morning, Tomkins was at Mr Millar's office

at 9.30, and found that gentleman quite ready for him. Mr Millar thought he had got hold of a good case, and saw his way to a substantial bill of costs, and he had satisfied himself that he should have no difficulty in getting it paid sooner or later from one side or the other, consequently he had worked over night and had an affidavit ready. This was the affidavit :—

*In the High Court of Justice,
Queen's Bench Division.*

No. T. 1893.

Between THOMAS TOMKINS, . . . *plaintiff,*
and

THE NATIONAL UNION CREDIT DISCOUNT PREMIUM AND
DEPOSIT BANK, . . . *defendants.*

I, Thomas Tomkins of — Villas, Wandsworth, in the County of Surrey, make oath and say as follows :—

1. In consequence of a communication received by me from one Sleimy on the 18th day of December 189—, I called at the defendants' place of business, and found the name of Sleimy on the door, and had an interview with him in his private office ; I, at the time, not knowing that he had any connection with the defendants. The said Sleimy represented himself to me as a philanthropic and benevolent individual, and I having had no experience of money-lenders, believed him to be so. The said Sleimy offered to lend me the sum of £20, which I was to repay to him by monthly instalments of £2 per month upon the security of my note of hand

only, and I expressly told him that I would not give a bill of sale or any security over my furniture.

2. That at a subsequent interview on the 22nd day of December the said Sleimy told me that he could not lend me less than £30, and that I could repay £10 at once, and he handed me £30 in bank-notes of £5 each, two of which I immediately returned to him. At the same interview, the said Sleimy induced me to drink a quantity of wine which I now believe to have been drugged, and I have not a very clear recollection of what took place, but I do remember signing two documents which the said Sleimy stated to me were promissory notes, and which I did not read, relying entirely upon the statements made by him.

3. I have since ascertained that the defendants had sent two men to my house, surreptitiously, who obtained admission by falsely representing to my wife that they were looking at a house in the neighbourhood and wanted to see how the houses looked furnished, and that having so obtained admission, they must have made an inventory of my furniture, and that the said Sleimy, acting in collusion with the defendants, must have prepared a bill of sale of such furniture, which the said Sleimy got me to sign, believing, as before stated, that it was merely a promissory note. I never read such document, and had I known that it was a bill of sale I should have refused to sign it.

4. No instalment was due until the 23rd day of

January, when, owing to illness in my family, I became a few hours in arrear with the first of such instalments, and I called at the defendants' place of business several times in order to see the said Sleimy about it, but I was unable to find him ; and on the said 23rd day of January, the defendant placed two men in possession of my furniture under an alleged bill of sale, which I then for the first time heard of.

5. That I immediately offered to pay to the men in possession, and subsequently to the defendants at their office, the said instalment and any reasonable cost they might have been put to, in order to get the men out of possession of my furniture without prejudice to my legal rights, but the defendants refused to accept the same or to withdraw from possession unless I paid them the whole of the amount alleged to be due to them and the expenses of possession, which I am unable to do, and I verily believe that unless restrained by the order of this Honourable Court they intend, at the expiration of the five days mentioned in section 13 of the Bill of Sale Act 1882, to remove and sell my said furniture.

(Signed) THOMAS TOMKINS.

Sworn before me on the 25th day of January 189—.

N. SYDNEY SMITH,

*A Commissioner to administer oaths in the
Supreme Court of Judicature.*

Armed with this document, Mr. Millar went off to

the Royal Courts, and at once issued a writ endorsed in the following form :—

‘The Plaintiff’s claim is for damages for trespass and wrongful seizure of his goods and chattels, and for an injunction.’

He then waited at the Royal Courts until a judge arrived, for the purpose of making his application for an injunction.

The magnificent pile which cost the country something like five millions of money is certainly in extent magnificent enough, but its architect had more regard for the delight of gothic arches and pinnacles and obscurity, than for the purpose for which he was instructed to exercise his genius. Any person of ordinary capacity can find the Royal Courts, but when he gets there his trouble has only begun. Dingy galleries, pathless underground labyrinths dotted with obstructive pillars, and illogically placed staircases, are the characteristics of this peculiar evolution of nineteenth century ingenuity. It is true there are large placards displayed at every convenient and inconvenient corner, directing one’s attention to the refreshment rooms, which are situated in a sort of a cellar, whose dreary walls and gloomy windows do not tend to exhilarate the weary and famished suitor. It is also true that after some years of experience the barrister or solicitor whose practice takes him every day to the Supreme Court may be able to find his way about ; but the ordinary

individual, even though possessed of a genius for locality, will have to struggle manfully with many a difficulty, before he finds the particular court or room in which his case or matter is to be attended to. The room which is dignified with the title of Judges' Chambers in the Queen's Bench Division, is to be found more easily than some of the others, but to get to the room is one thing, to do one's business there, another. To arrive outside it, one enters a dismal archway opposite that curious municipal monument commonly known as the 'Griffin,' which marks the spot where Temple Bar once stood. In this archway or portico, there is a sort of wooden box in which a janitor sits, who either sells lists, or takes the names of cabs, or performs some other duty, the exact nature of which we have never been able to ascertain, but after confronting him one turns to the right and goes down a step into a dark passage, one branch of which introduces the visitor to certain other long gloomy passages, out of which open various rooms appropriated to the mysterious functions of various clerks in the building. One will be an office for the issue of writs, another for the sale of stamps, another for the filing of documents, and so on ; but no chart is supplied of the building, no indications are put up at the entrance of the passages. The rooms are mostly known by numbers, and the exact office to which a person wants to go, to perfect the different details of the legal business upon which he is engaged, are generally at a considerable

distance from one another, and entail a vast amount of running backwards and forwards. A staircase immediately opposite the before-mentioned archway gives access by four flights of stairs to a sort of contracted hall, which looks as if it had been designed of very much nobler proportions, and then cut up on one side by a massive wall and passage, and on the other by a sort of stone screen with a passage at the back and a gallery up above. Nothing more architecturally ugly than this hall and lobby can be well conceived. There are two or three pillars of some coarse stone that has become excessively dirty ; there are some wooden barriers at the entrance of the rooms in which the masters sit, and another wooden barrier across the before-mentioned passage which leads into the barristers' waiting-room, and which passage is so dark, that the gas has always to be kept burning, and the ventilation of which, when crowded with solicitors, clerks, and others waiting on the judge and masters in Chambers reminds one very forcibly of an East-end Police Court. The waiting-room for the Bar is not quite so bad, though it would be more conducive to their comfort if it was not a thoroughfare, if it was a little less draughty in winter time, and if some accommodation was provided for those who frequent it. Mr Millar had to wait about sometimes in this room and sometimes in the passage, until the judge arrived and he could get in to make his *ex parte* application. There is no sensible method of conducting business at Judges' Chambers. The rules

are simply a disgrace to those responsible for them. The lists of summonses for the judge are made out, counsel's list at eleven o'clock, solicitor's at twelve o'clock. There are generally about twenty counsel's summonses, and it is not twice in the course of the year that the solicitor's list is called at twelve o'clock, nevertheless at that hour the solicitors or their clerks must be there and kick their heels about in the dreary passage until the counsel's list is done and they can be heard, or after waiting for half-an-hour, they are courteously told that the list is adjourned till two o'clock, and then they have to come back and wait again, the probability being that counsel's list is not even then disposed of, and that two means three or four o'clock, and very often the following day. Counsel are not treated very much better. There is a rule that the list is called twice before any party is entitled to get an order in the absence of his opponent. The consequence is, that a practice grows up of what is known as a first and second call, and though one's case may stand second in the list, and counsel on one side, and all the parties may be ready, it may not suit the counsel on the other side to go in, and the side in attendance has to wait until all other summonses that are found to be attended by both sides are heard and disposed of. This state of things has long been a scandal to the profession. There is no reason why summonses should not be dealt with in the same way as cases in Court, but our judges are unfortunately autocrats in this matter,

and the suitor and his advisers have to grin and bear it. It is to be hoped, however, that the public are beginning to show, by a marked disinclination to litigate any more, that they are determined to desert the profession unless the profession become alive to a sense of what the public requires. To return to our sheep: Mr Millar's application, being an *ex parte* one, he was entitled to be heard before the judge commenced his list, and on explaining the nature of his business to the very courteous grey-headed official who has the pleasure of attending to these matters, and is rewarded for his extreme fidelity with an elegant uniform and a seat on a hard wooden bench in the passage we have already described, he was admitted into the judges' room. Mr Justice Pomposity sat behind a table in about as uncomfortable a position as the discharge of duty could entail upon any man. There was a big draughty window right up to the top of the lofty room on his right. To counteract the cold of the external atmosphere coming through it, there was a blazing fire immediately at his back, which, of course, had only the effect of drawing all the draught from the window across his somewhat bald head, and from the door across his unprotected feet, and at that post he had to sit for four or five hours listening to the various matters which he had to decide. It is no wonder that under such trying circumstances the judge's decisions at Chambers are sometimes upset by the Divisional Court, and towards three o'clock in the day

the judge may be forgiven if he gets a little irritable and illogical. However, Mr Millar found him in a fairly good temper, and this is what passed :—

The Judge.—What is the nature of your application ?

Mr Millar.—My lord, I want an *ex parte* injunction to restrain the defendants from removing or selling the plaintiff's furniture, seized by them under a bill of sale, which our affidavit shows was obtained by fraud.

The Judge.—What is the nature of the fraud ?

Mr Millar.—The plaintiff never intended to give a bill of sale at all.

The Judge.—Did he execute it ?

Mr Millar.—Yes, my lord, we admit that, but his signature was obtained by fraud, he believing at the time that he was only signing a promissory note.

The Judge.—Have you any authority for such an injunction ?

Mr Millar.—I think, if your lordship will read the affidavit, you will be satisfied that I make out a case for an injunction, and your lordship may perhaps give me leave to issue a summons returnable at an early date to continue the injunction till the trial of the action.

The Judge.—Give me your affidavit.

Mr Millar handed the judge the affidavit that had been sworn by Tomkins.

Mr Justice Pomposity glanced rapidly through it, uttering certain exclamations, such as, 'really,' 'too bad,' 'shocking,' as he went on, and when he had

concluded it, said, 'You may take your injunction, and issue a summons returnable before me the day after to-morrow. If the facts are true, it is a most scandalous case.'

The judge wrote upon the back of the affidavit his order for an injunction and the issue of a summons. Mr Millar handed the affidavit to the judge's clerk, who cancelled the two-shilling stamp upon it, and he then left the room highly pleased, and descended to the lower regions, where he had to visit one office to get his order for the injunction, another office for the issue of the summons under the judge's directions, another office to buy the necessary stamps, and another office to enter the summons in the judge's list for the appointed day.

CHAPTER X

MR JUSTICE LANCELOT

ON returning to his office, Mr Millar had the pleasure of writing to his client to inform him that the judge had granted an interlocutory injunction, and also of booking against him 6s 8d in respect of such letter, the contents of which were quite unintelligible to our hero, but he took it for granted that all would go right, and had the pleasure of comforting his wife with the assurance that in a day or two, at latest, she would have her home to herself. Meanwhile, the promptitude with which Mr Millar had acted, and the strength of the case put forward in Tomkins' affidavit, which was, of course, served on the bank with the injunction, rather dismayed these money-lending gentlemen, and Mr Sleimy was called upon to make an affidavit in answer to the very serious allegations which were put forward. When, however, Mr Roland Fisher, the bank solicitor, suggested to that gentleman that he must make an affidavit in reply, he found it convenient to have important business at Manchester. In fact, Mr Sleimy, if possible, always had important business at Manchester, to the knowledge of

those who employed him when affidavits were required, and it therefore devolved upon a clerk to make the best case he could upon paper, in answer to what Tomkins had alleged. The bank were so accustomed to this sort of thing that their solicitor had little difficulty in preparing what had become almost a stereotyped form of affidavit in reply, and on the day when the summons was returnable, and when Mr Millar, having previously delivered a brief to Mr Rushe with instructions to support the injunction, attended and met him in the before-mentioned counsel's room at Judges' Chambers, he was handed a copy of an affidavit in reply to that of his client, in which the bank clerk deposed to the execution by Tomkins of the bill of sale, and denied in the most cursory manner the allegations of fraud that had been put forward ; but it was strongly urged that Tomkins had had the money of the bank upon the security of a bill of sale, and the affidavit tried to make out that they had nothing to do with any representations which Mr Sleimy had made. Now, this was not the first case of this nature in which Mr Crushe had had to meet such a method of defence, and he was therefore able at once to prognosticate the result of the summons before the judge, and said to his client : 'This is just the sort of affidavit I expected. We shall maintain the injunction, but the question will be upon what terms, as the defendants will contend they are at any rate entitled to some security in case the bill of sale is held good.'

‘Well,’ said Mr Millar, ‘you must do the best you can.’

He then went to interview the gentleman in charge of the list, to ascertain what prospect there was of getting in to be heard upon the summons. Now, it so happened, that on this particular morning, Mr Justice Pomposity had been requested by his brother judges to go down to the Old Bailey, and, accordingly, he had to get another judge, who, of course, knew nothing about cases that had been already partly heard, to take his place at Chambers.

Mr Justice Lancelot had a great objection to sitting in Chambers, and especially to deciding cases which were not in the nature of appeals, or in which he had not the presence of another judge to assist him. He was a judge who had been elevated to the bench, principally because he was a thorough gentleman, and a jolly fellow, a fact which is in itself a recommendation, seeing that so many of the occupants of the bench in the present day consider that brusqueness, if not actual rudeness, excuses a lack of judicial ability. Mr Justice Lancelot had succeeded in earning a reputation for kindness, good humour and benevolence, if he was not considered altogether a Justinian. But the qualities we have above named did not conduce to rapidity in clearing lists, which seems to be one of the main ambitions of the majority of judges, for we venture to think that it is far more in the hopes of shortening the business, than for any other reason, that some of them adopt a tone of rudeness and shut-upish-

ness towards counsel and others who come before them. Mr Justice Lancelot's list therefore progressed very slowly, and Mr Braithwaite-Crushe had been enabled to dispose of several other cases before he and his opponent could get in to be heard in the case of *Tomkins v. The National Union Credit Discount Premium and Deposit Bank*. They then had to stand about for some time while the judge was disposing of the case already before him, and it may be somewhat instructive to give a short sketch of what took place in this matter. Mr Joshlin was for the plaintiff, and Mr Whitty for the defendant, and the defendant had taken out a summons requiring the plaintiff to give a further and better answer to some interrogatories. There were sixteen of these beautiful creations, most of which ran something in this way :—

‘Did you not, on the 18th August or on some other date, and when? at the defendant's place of business at 18 Old Broad Street, in the city of London, or at some other place, and where? give the defendant or some other person or persons, and who? an order or some other request, and what request? and state whether or not the same was in writing or verbal, and identify the same by date, or in some other sufficient manner? for the purchase of a grey mare, the subject matter of this action or of some other, and what horse or horses?, and whether or not was the same order given in the presence of some other person or persons, and if so, of whom, or how

otherwise?' This string of rigmarole had been replied to in this way :—

'I did not give the defendant any order at all.'

The master had upon a summons to give a further and better answer to these and other interrogatories, which were to the like effect, and answered in a similar manner, ordered that a further and better answer should be given, and the plaintiff appealed. Mr Joshlin said, 'My lord, there are fourteen of these interrogatories. I think I have answered them sufficiently.'

'*Mr Justice Lancelot.*—What on earth is all this about? Where is your summons?

The summons was handed to him.

'I see you want the defendant to give you a further and better answer to his interrogatories.'

'No, my lord,' said Mr Joshlin, 'the master has made an order—'

Mr Justice Lancelot.—Oh, stop, stop, stop, don't tell me about the master's order. What is it you want me to do?

'I want your lordship to upset the master's order.'

Mr Justice Lancelot.—And that was that the defendant should give a further and better answer to your interrogatories?

Mr Joshlin.—I am very sorry, my lord, that I have not made myself clear. This is my appeal—

Mr Justice Lancelot.—Oh, yes, I know. It is you coming here to me to alter the master's order.

Mr Joshlin.—Quite so, my lord.

Mr Justice Lancelot.—Well then, let us get on.

Mr Joshlin.—Yes, but your lordship will see that the order was the other way to—

Mr Justice Lancelot.—Oh! I see, I see; I begin to understand. The master refused to make the order, but then why should you appeal against it if it was in your favour?

Mr Whitty.—May I explain, my lord?

Mr Justice Lancelot.—No, no, no; please, Mr Whitty, don't interrupt. I really cannot attend to two gentlemen at once. It is most distressing when counsel, although with the best intention in the world, will interpose while the judge is speaking to his opponent. Of course, I know, Mr Whitty, you spoke only with the intention of assisting me, but kindly let me get at the facts of this very complicated question from your opponent, if I can. Now, Mr Joshlin, will you tell me why you think the master's order upon the defendants is wrong?

Mr Joshlin.—‘Well, my lord, I have tried to explain to you that the order is for me to give a further and better answer to the defendant's interrogatories.

Mr Justice Lancelot.—Well, well, well, well, why didn't you say so at once, then I should have understood you? I am quite sure that counsel always endeavour, and I may say, use their best endeavours to assist the Court, but somehow these matters at Chambers are so complicated, that I find the greatest difficulty in getting

from counsel what they are really about. Now, I understand it all. It is you who object to the master's order to give a further and better answer. Why do you object? If you are telling the truth you know it cannot make very much difference.

Mr Joshlin.—Well, my lord, I will just read you the interrogatory and the answer.

Mr Joshlin read the rigmarole above.

Mr Justice Lancelot.—Very well. Now, Mr Whitty, why do you think that answer is not sufficient? It seems to me that he denies the whole thing. What more do you want?

Mr Whitty.—My lord, the plaintiff has not answered the interrogatories at all. He ought to have dealt with each separate question, and given a distinct answer. He has merely evaded telling me what I want to know, and what I am entitled to know, and there are two authorities, my lord, which show that such an answer is insufficient.

Mr Justice Lancelot.—Dear, dear me, I should have thought that this was one of the simplest matters and every-day practice, but I don't know; you may be right. But surely if you ask a man whether he gave a certain order and he say he did not, that must be enough.

Mr Whitty.—No, my lord, it is not, because he may have given another order, and might cover his answer by contending that the answer he has sworn only refers to the one order as to the grey mare.

Mr Justice Lancelot.—But I suppose this case will be tried by a judge and jury. Now I think of it, you have not told me at all what the case is about, but I suppose it does not much matter. It is something to do with a horse.

Mr Joshlin.—Yes, my lord.

Mr Whitty.—No, my lord, a mare.

Mr Joshlin.—Well, a mare is a horse, isn't it?

Mr Justice Lancelot.—Now, Mr Joshlin, you must not interrupt. You know I would not let Mr Whitty interrupt before.

Mr Joshlin.—I beg pardon, my lord.

Mr Whitty.—As I was saying, my lord, this answer does not deal sufficiently with the substance of the question put to him, and the plaintiff is bound to answer an interrogatory in such a way that I can make use of it at the trial.

Mr Justice Lancelot.—Well, so you can, because if you rely upon it as it is now, it will put you out of Court, I suppose, and that you will find very useful.

Mr Whitty.—Yes, my lord, but that is just what I object to. If he answers my questions fully, as the master has decided he must answer them, I expect the result will be the other way.

Mr Justice Lancelot.—You are a bold man in expectation; surely that would be very inconvenient to the defendant?

Mr Whitty (laughing).—That's just what I intend it to be, my lord.

Mr Justice Lancelot.—Now, seriously, Mr Whitty, do you suppose the plaintiff is going to give you an answer that will practically prove your case?

Mr Joshlin.—Especially when I have already sworn that I actually gave him no order.

Mr Justice Lancelot.—Really, Mr Joshlin, if you interrupt again, I shall adjourn this summons. I cannot hear two counsel speak at the same time, though you both speak very nicely, I admit.

Mr Whitty.—My lord, all these questions were fully gone into before the master, and he came to the conclusion that this was not a *bonâ fide* answer, and that I was entitled to get something more in the way of information than the plaintiff has given me. I don't want to trouble your lordship with a lot of authorities.

Mr Whitty pointed to fifteen books which his clerk in the background held ready in case his master wanted them.

Mr Justice Lancelot.—Oh, do spare me that at Chambers, Mr Whitty, I have such a lot of it when I am sitting in the Divisional Court. Now Mr Joshlin, as the master has decided this matter, and as he knows a good deal more about these cases than I do, I shall simply confirm your order, and you

can go to the Divisional Court if you like, and they can set me right if I am wrong.

Mr Joshlin.—Very well, my lord, if you think so, but you won't give the costs against me.

Mr Justice Lancelot.—Now, gentlemen, pray do oblige me. Don't begin a long wrangle about the costs, because I have quite made up my mind in this case, that unless the appeal is an improper one—and I am sure, Mr Joshlin, you would not do anything improper—the costs may well be costs in the cause.

Mr Whitty.—Surely, my lord, the plaintiff has brought us here and failed. They ought to be our costs, in any event.

Mr Justice Lancelot (rubbing his forehead in a most distressed condition).—In every case I have a long wrangle about the costs. I wish there were no costs; I had rather pay them myself. What do you say, Mr Joshlin?

Mr Joshlin.—My lord, that they may just as well be costs in the cause. My friend is quite certain he is going to win.

Mr Justice Lancelot.—Well, I'll tell you what I shall do. I'll reserve these costs to be dealt with by the judge at the trial. Now I won't make any other order.

He then wrote on the back of the summons, 'Appeal allowed, costs reserved for judge at trial.'

Mr Whitty got hold of the summons, and at once

said : 'I am afraid your lordship has made a mistake ; you have put "Appeal allowed ;" your lordship means "dismissed."'

Mr Justice Lancelot.—Have I really? Well, give it me back ; this Chamber work is really very distressing.

He altered the indorsement, and looked wearily at the gentlemen who were ready for the next summons.

Mr Joshlin and Mr Whitty left, and Mr Braithwaite-Crushe, and Mr Topham, who was the gentleman instructed to appear for the bank, stepped forward to the judge's table.

'What's this?' said Mr Justice Lancelot to the two gentlemen.

'My lord,' said Mr Crushe, 'it's a summons to continue an injunction granted by Mr Justice Pomposity.'

'Oh, well,' said Mr Justice Lancelot, 'if my brother Pomposity granted an injunction, of course it is all right. I suppose it is a matter of course, and perhaps costs. Eh?' looking hard at Mr Topham.

'On the contrary, my lord,' said he, 'we very much object to the injunction.'

'No doubt you do,' replied the judge. 'I have heard restrained persons do so before. But you don't expect me to overrule a decision of my brother Pomposity, do you? He knows a good deal more about these matters than I do.'

Mr Topham.—Without any disrespect to the learned

judge, the injunction was granted somewhat hastily and on insufficient materials.

‘Well, well, you had better tell him so, then ; I shall not interfere. Indeed, I do not see how I can interfere. You cannot come to me on an appeal from a learned brother in Chambers.’

‘My lord,’ replied Mr Topham, ‘this injunction was obtained *ex parte*, and I am entitled to show cause against its being continued.’

Mr Justice Lancelot.—Why did not you say so before? You gentlemen do waste such a lot of my very valuable time before you come to the point. Which of you am I to hear first? Don’t both speak at once ; that’s all I beg of you.

‘My lord,’ said Mr Braithwaite-Crushe, ‘if you will allow me to explain the matter, it is very simple—’

‘But,’ interposed Mr Topham, ‘the injunction is against me, and it’s for me to show cause against it.’

‘I really do not know as to that,’ said the judge, ‘but as I shall have to hear you both, I don’t care which begins, so long as you don’t both speak at once. In every case I hear at Chambers, I have the same difficulty. Both counsel want to talk at the same time, and as I also like to talk a bit myself, I am annoyed, because, then all I can do is to sit and listen ; but you don’t know how it embarrasses me when you gentlemen won’t agree between yourselves as to which is to talk and which is to keep quiet, and when I am to come in. Now, I don’t

know at all which is right and which is wrong, but if Mr Braithwaite-Crushe will keep quiet, I will hear you, Mr Topham.'

Mr Braithwaite-Crushe smiled and bowed politely.

Mr Topham began : ' Mr Justice Pomposity granted an *ex parte* injunction, restraining my clients from proceeding to realise their security of which they were in possession.'

' Well, no doubt, he was right. I suppose you ought not to have been in possession.'

' That's just it, my lord,' interposed Mr Crushe. ' Their security is fraudulent.'

' Mr Crushe, please,' said Mr Justice Lancelot, shaking his hand at him, ' I will hear you presently in good time, and don't use hard words ; they don't make any impression upon me, I assure you. Just tell me, Mr Topham, why was the injunction granted against you ? '

' My lord, my clients held a bill of sale over the plaintiff's goods.'

' Plaintiff's goods,' said Mr Justice Lancelot. ' Then you are for the defendant.'

' Yes, my lord,' said Mr Topham.

' Oh, well, why did not you say so before ? We are all wrong now again. Of course, I must hear the plaintiff first. Why you gentlemen will go out of your way to mislead me so, I cannot understand. Now, Mr Crushe, let me hear you, please.'

‘But, my lord,’ said Mr Topham, ‘the injunction is against me, and surely I have to show cause against it.’

‘No, no, no, if you are the defendant, you come last ; at any rate, that is my opinion, and I shall hear Mr Crushe. If I am wrong, you must get the Court of Appeal to put me right. That’s all.’

Mr Topham.—I should not think, my lord, of going to the Court of Appeal from your lordship on a point of practice, but might I point out, that if I do not show cause against the injunction, it stands, and therefore I ought to begin.

‘Well, never mind, you won’t begin here, and you are only wasting a lot of time. Now, Mr Crushe, tell me what is your complaint against the defendant, and what order you want me to make.’

‘My lord,’ began Mr Crushe, very slowly, and in a very dignified manner, ‘the defendants are in possession of my client’s house and furniture.’

‘Surely, surely,’ said the judge, ‘they have not turned the poor man out of his house. If they have, I’ll teach them something.’

Mr Crushe.—No, my lord, not quite so bad as that, though their conduct is disgraceful enough. My affidavit shows that they obtained a bill of sale from my client by fraud, and have taken possession and threatened to sell him up.

‘Surely, surely, you cannot sell a man up because he does not pay a bill of exchange. I always thought that

the law was that you must get judgment first, before you can put in an execution. Is not that so, Mr Crushe?’

‘I said bill of sale, my lord, and not bill of exchange.’

‘No, no, no, I am sure you said bill of exchange; perhaps you meant bill of sale. Well, then, it is a bill of sale, and not a bill of exchange. Where is it?’

‘I have a copy here, my lord.’

‘You are sure it is a bill of sale? Don’t afterwards tell me it is a bill of exchange.’

‘No, my lord.’

The Judge.—Because, of course, there is a good deal of difference. A bill of exchange is a negotiable instrument, and a bill of sale is not; at least, I believe it is not. What is a bill of sale? Do either of you gentlemen know exactly what it is?

Mr Crushe.—My friend ought to, because his clients are rather good at the business.

The Judge.—Well, never mind, let us get on, but do not tell me presently that it is bill of exchange, and not a bill of sale, because I have now got it in my mind that this case is about a bill of sale.

Mr Crushe.—That’s quite right, my lord. The plaintiff’s affidavit shows—

The Judge.—Never mind what it shows, let me read it for myself.

Mr Crushe.—I thought, my lord, it might save time if I stated the contents.

The Judge.—Oh, if you gentlemen only knew what a lot of time is wasted by trying to save a little. Give me the affidavit or I will adjourn this case. I cannot put off the whole of the business of the day for this one case.

The judge's clerk here handed him the original affidavit, and the judge motioning both counsel to be silent, proceeded to read it. As he went along he asked various questions. 'What is this gentleman?'

Mr Crushe.—A bank clerk, my lord.

The Judge.—You don't mean to say so. Are bank clerks really so silly as this? I always thought bankers were pretty smart people.

Mr Crushe.—Yes, my lord, bankers are, but their clerks are often very foolish in these sort of matters, and the defendants have taken advantage of this poor man's folly.

Mr Topham (interposed).—If his tale is true, but I shall ask your lordship not to believe it.

The Judge.—Not believe it! Why, it's sworn to. Here's his affidavit. He swears positively he did not know it was a bill of sale. You don't mean to tell me that this gentleman, however big a fool he is, is likely to have told a lie in an affidavit. I never heard of such a suggestion before.

'My lord,' replied Mr Topham, 'affdavits are not always to be relied upon.'

The Judge.—I never said they were, Mr Topham,

but this gentleman's story is quite consistent, and it would be more polite if you did not catch up my words.

'I beg your lordship's pardon,' replied Mr Topham.

The Judge.—Well, well, well, it does not matter now. You say, Mr Crushe, that my brother Pomposity was wrong in granting the injunction on this affidavit. I cannot agree with you, I must dismiss this appeal with costs.

Mr Crushe concealed his laughter as well as he possibly could, and then said; 'Your lordship has taken the right view, only I have not made the position quite clear. The injunction was granted in my favour, and I want it continued until the trial, and I also want an order for the defendant to withdraw from possession. There are several reasons why the bill of sale, if not fraudulent, is bad.'

The Judge.—But why do you want to trouble about this now? The affidavit is quite enough for me. It shows a *prima facie* case of most improper dealing, and I think the plaintiff ought to be protected, and I will protect him as far as I can. Of course, you will pay back the money he actually borrowed; then, I suppose, there will be an end of the matter, Mr Topham, won't there?

Now this was a very sensible suggestion, but it did not suit Mr Crushe, because his client, our unfortunate friend Tomkins, could not pay back the money, but while Mr Crushe was considering how he should meet

it, Mr Topham saved him the trouble by saying, 'My lord, your lordship is making an order without having heard the other side.'

The Judge.—That is a most improper suggestion, Mr Topham, and one that ought not to be made. I was trying to save both parties the costs and trouble of a long litigation, and you meet my endeavour by the usual ingratitude.

'My lord,' said Mr Topham, 'your lordship has misunderstood me, and I merely meant that I want your lordship to read my affidavit before you form any conclusion upon the merits of the case.'

The Judge.—What! have you got an affidavit? Why did you not tell me so before? How was I to know you had an affidavit? You really expect me to do your work for you. It is too bad. Where is your affidavit? Give it to me; let me read it. I think, Mr Crushe, you ought to have told me that there was an affidavit on the other side.

'My lord,' replied Mr Crushe, 'I had no intention of deceiving your lordship. I simply thought that you could not read two affidavits at the same time, and was watching for you to have finished mine, and to have become fully possessed of the facts therein.'

The Judge.—Well, now, give me this affidavit and I will read it. I know, Mr Crushe, you would not attempt to deceive the Court.

Mr Crushe bowed.

The judge got a copy of the affidavit of the bank clerk and read it, and then said, 'Now, Mr Topham, this is really too bad. I really don't know where we are nowadays. You give me the affidavit of Mr Johnson, who knows nothing about the matter, and tell me that it is an affidavit in reply to the plaintiff's. Why does not Mr Sleimy—I think that is the name—make an affidavit?'

Mr Crushe (laughing).—I suppose, my lord, because he cannot.

The Judge.—Please, please, please, Mr Crushe, I am talking to Mr Topham. Now, what do you say, Mr Topham? Why does not Mr Sleimy make an affidavit?

'My lord, it is stated in that affidavit that Mr Sleimy is in Manchester, and this injunction was only granted two days ago; we have not had time to communicate with him.'

The Judge.—Is your client here, Mr Topham?

'My solicitor is, my lord.'

The Judge.—Will he undertake to say that Mr Sleimy is prepared to answer this affidavit?

Mr Topham conferred with his client for a few moments.

'No, my lord, I cannot say that, because my client has not seen him yet, but I have no doubt he can.'

The Judge.—No doubt! does not meet my question. I shall assume that he cannot, Mr Topham. Now I will hear anything that you have got to say.

Mr Topham made a long oration about bills of sales in general, and the way in which people giving them are generally trying to defraud their creditors, and protested finally that as the signature to the bill of sale was admitted, it was for the plaintiff to show that there was anything wrong with it, and that unless he was prepared to pay the money that would be due to the defendants if he failed in the action, it would be most unjust to deprive his clients of their security. Then he went on to show that the bill of sale was legal and good, and he also suggested that Tomkins was not worth anything, and that if he failed in the action they would not only lose their money but their security as well, and be saddled with the costs of the litigation.

Mr Justice Lancelot listened patiently and then said, 'Well now, there is a good deal in what you have said, Mr Topham. I don't see why there should be an injunction. Why should not the plaintiff wait until the trial of the action? If he is right, he will have a counter claim for damages.'

'That's all I ask, my lord,' said Mr Topham.

Mr Crushe now began to be a little bit frightened and therefore interposed: 'I hope your lordship will now hear me.'

The Judge.—Dear me, I thought I had heard you already, Mr Crushe. Are you entitled to reply in Chambers?

‘I do not strictly know, my lord, but your lordship has certainly not heard what I have to say.’

The Judge.—Well then, of course, I will hear you. I hope I never have, and I hope I never shall make an order against anybody without hearing him fully, but do not you think before you go into an argument that it is reasonable that the defendants should have some security.

‘No, my lord, I will tell your lordship why. In the first place, the bill of sale is bad. I will ask your lordship to look at it, we have got a copy, and there are plenty of authorities.’ Mr Crushe here turned to a little boy who had been standing patiently staggering under the weight of a red bag, and taking this from the youth, he proceeded to unload upon the table a series of some ten or twelve volumes of law reports.

Mr Justice Lancelot waved his hand. ‘It is really too bad, Mr Crushe. You surely do not expect me to go through all those cases at Chambers.’

‘My lord, I think I shall only require to state one or two. There is first of all Dawson *v.* Smith on the question of what ought to be done when a bill of sale is alleged to be fraudulent.’

Mr Justice Lancelot took up the affidavit of the plaintiff again and began looking at it. ‘You have used that word before, Mr Crushe.’

‘Yes, my lord, and I am afraid I shall have to use it again. My case is that the signature to this bill of sale

was obtained from my client by gross fraud on the part of Mr Sleimy, who has not ventured to deny this, while my client has put the matter upon oath in the affidavit your lordship has just read.'

The Judge.—Then you suggest, Mr Crushe, that for the purpose of this injunction I am to accept your affidavit.

'Certainly, my lord, you are bound to do so; and if your lordship will consider for a moment, you will see that by permitting the defendants to sell my client up, they will be practically depriving him of any benefit he could get in this action, because damages are not compensation for a wrecked home and the loss of a man's household goods; but beyond this, my lord, I intend to show that the bill of sale, on the face of it, is bad within several authorities.'

The Judge.—Stop, stop, Mr Crushe. Do let me try and understand what your case is. You say the execution of the bill of sale was obtained by the fraud of Sleimy.

'Your lordship is perfectly accurate.'

The Judge.—And your clients, Mr Topham, do not deny that the loan was carried out through Sleimy, do they?

Mr Crushe.—Your lordship has just hit the very point.

Mr Topham.—My lord, we do not deny that he carried out the loan, but we do deny that he had any authority from us to perpetrate a fraud.

The Judge.—That may be so, but if he was your agent I shall assume for the present purpose that you have not repudiated what he did, and I won't allow this man to be sold up; if I am wrong, the Divisonal Court will set me right. Do you wish to say anything more, Mr Crushe?

'No, my lord, not now that your lordship thoroughly understands my case. I am prepared to show your lordship on the authorities that the bill of sale is bad, but I understand your lordship does not require me to do so.'

'No, no, Mr Crushe.' Mr Justice Lancelot then gathered himself back in his chair and proceeded to give a formal judgment. 'As far as I can understand this case, which I much wish had been put before me more clearly by the counsel for the different parties, it is in the nature of an appeal, from an order of my brother Pomposity at Chambers, granting an injunction, and ordering the defendants to leave the plaintiff's house.'

Mr Crushe was about to interpose and tell the judge that this was no part of Mr Justice Pomposity's order, though he wanted an order to that effect, but Mr Justice Lancelot waved him to be quiet, and continued, 'Now, the case is that this bill of sale, under which alone can the defendants justify their conduct in entering the plaintiff's house and seizing his furniture, was obtained from him by the fraud of a man

named Sleimy, who does not make any affidavit. I think I am right in assuming in that case he cannot. It is suggested to me that he is in Manchester. Well, I don't know how that may be, but I recollect when I used to go the northern circuit, that affidavits were sometimes made in Manchester, and I should think the defendants' solicitors might have sent a clerk down to Mr Sleimy and got an affidavit from him.'

Mr Topham, here seeing that the judge was going to decide against him, interposed with a suggestion :

'If your lordship will adjourn this case, we will try to get an affidavit from Mr Sleimy.'

'Do not interrupt me, Mr Topham ; I won't adjourn anything. I have heard everything you both had to say and I really cannot fill my paper on some other day, even if it was right that you should have an opportunity to get an affidavit. In my opinion, it is entirely your own fault that you have not got one, and if you ask me to say what I think, I do not believe you want to get one. Now, that being the way the facts stand, it seems to me that it is the duty of the Court to interfere and protect the plaintiff, so that if he succeeds in the action, he may be in as good a position as he was before this fraud was committed upon him. Mind, I am not deciding whether or not the fraud has been committed. That will be for the jury at the trial, but my brother Pomposity came to the conclusion that a *prima facie* case of fraud was made out, and I agree with him, and I think that the affidavit

of the defendants' clerk has not answered that case, but has only rather confirmed it, because there would have been a very easy answer to the plaintiff's complaint if it was not true, and that answer has not been made. Therefore, I think that Mr Crushe is entitled to everything he asks, and I shall continue this injunction, if that is what he wants me to do, I am not quite clear, and order the plaintiffs to go out of possession of the goods.'

'Your lordship means the defendants, I presume.'

'Yes, yes, of course, and don't you gentlemen begin the usual wrangle about costs. I will make them costs in the cause.'

Mr Topham then said: 'My lord, with every respect, we shall desire to go to the Court of Appeal, and perhaps your lordship will allow the order as to withdrawing from possession to stand over until we have an opportunity of being heard.'

The Judge.—Mr Topham, I will not interfere to assist your client one bit; you may go to the House of Lords if you like, and I only hope that you will find Lord Field sitting when you get there, for I recollect his making exactly a similar order in a case in which I was counsel some seven or eight years ago, and he spoke very strongly about these bills of sale.

'But, my lord,' said Mr Topham, 'supposing the plaintiff, after we withdraw, moves, or sells his furniture.'

The Judge.—You will, of course, give the usual

undertaking as to damages, I suppose, Mr Crushe. I don't exactly know what the usual undertaking as to damages is, but I have heard of it, and I suppose it is a usual thing to give, and you will give it.

'Oh yes, my lord,' said Mr Crushe.

The Judge.—Very well, then, Mr Topham, you must take your chance. If your clients will employ men like Mr Sleimy, who are afraid to make affidavits, they must take the consequences. There, now, you have made me give an opinion upon the merits which I distinctly intended not to do, and you have got it for what it's worth.

While saying this, Mr Justice Lancelot endorsed the summons with the order he had made, and handed it to Mr Crushe, who left with Mr Millar in a high state of satisfaction.

CHAPTER XI

SLEIMY'S TRY ON

MR MILLAR had the pleasure of telegraphing to his client the result of the summons at Chambers, and a few hours afterwards, in obedience to the order of the Court, which the defendants thought it best to obey at once, the men were withdrawn from possession. So when Tomkins reached his home that evening, he had the satisfaction of finding his wife all smiles again, and his little home once more his own. Nevertheless, his joy received something of a damper the following morning by the receipt of a letter from Mr Millar, telling him that the defendants had given notice of appeal to the Divisional Court, but as Mr Millar did not seem terrified, and he himself had not the smallest notion what an appeal to the Divisional Court meant, he did not distress himself about it, but went forth to his work with the fixed idea that his case was now won, and that he would have no more trouble, except to pay the instalments as they became due. The appeal, however, was a serious affair to Mr Millar, and, of

course, he had another conference with Mr Crushe about it, but that gentleman only laughed at his uneasiness, and rather seemed to enjoy the prospect of another fight than otherwise. 'The Divisional Court,' said he, 'is not likely to upset the decision of a judge at Chambers on the question of an injunction, and I believe it is nothing but a bit of bounce on their part, which, if I know you Millar, won't have the slightest effect.'

'I shall be entirely guided by my counsel,' replied the other; 'you shall have your brief in a few days, and then you will let me know if you will want any further affidavits, or anything of that sort.'

'Certainly,' replied Mr Crushe, and he dismissed Tomkins and his troubles from his mind for the present.

It was some three or four weeks after the injunction had been obtained, and Tomkins had almost forgotten that he was involved in a lawsuit, when, one evening, who should make his appearance at his house but our old friend, Mr Sleimy. If Tomkins had had time to prevent him being shown into the house he would certainly have done so, but unfortunately the little servant was so completely overcome by Mr Sleimy's grand appearance that she ushered him into the drawing-room without taking any instructions, and told her master that there was a gentleman waiting to see him.

Upon seeing who his visitor was our hero started back.

'You!' he exclaimed, 'what brings you here?'

Mr Sleimy laughed softly, and taking no notice of Tomkins' aggressive demeanour said, 'My dear friend, I have only just returned to London and heard to my surprise that the bank had been treating you very badly. Why didn't you write to me? You know I would have made no difficulty in giving you time.'

Tomkins stared at him in blank astonishment, and could not answer him for some moments. Then he said quietly, 'You know perfectly well that I not only wrote but called upon you and you would not see me. I don't know what has induced you to come here, but I presume my house is still my own and I will be much obliged if you will leave it.'

At this Mr Sleimy only laughed gently, and played with his watch-chain. 'I don't wonder,' said he, 'that you are looking upon things in this light, for the bank took advantage of my absence to treat you very badly, but I assure you it is not my fault.'

'Not your fault!' exclaimed Tomkins indignantly, 'that you got me to sign a bill of sale without my knowing what it was! If you don't go this instant, you scoundrel, I will kick you out of the place.'

Now this was really a very bold assertion on the part of Tomkins, because Sleimy was nearly twice his size, and it was not doubtful in whose favour the football match would have ended, but he was in a rage at the recollection of his wrongs and he meant what he said.

Nevertheless, Mr Sleimy was not terrified, but merely laughed again at the indignant outburst.

'You are quite right to feel sore, my dear friend,' said he, 'I should feel just the same myself, but the bank had no right whatever to make use of those documents as they did. However, I did not come to see you to make you lose your temper, but to show you that I was really your friend and will put the whole matter right for you if you will leave it to me.'

'Thank you very much,' said Tomkins, 'not as yet mollified, 'but I have a very good solicitor.'

'We all think them good, my friend, till we get their bills of costs. Now, you don't want to be ruined by law costs I know, and as I am really a little to blame in the matter, I am going to make you a generous offer. We will say nothing about the bill of sale. You shall give us your promise to pay back the money I lent you by Christmas, and we will just let the proceedings between you and the bank stop where they are, and I will tell you at once they have not treated you very well, yet, as I believe you to be thoroughly honest, if you want a little more accommodation I will give it you out of my own pocket.'

Tomkins hesitated a moment. He certainly felt that as an honest man, notwithstanding the injuries he had suffered, he must pay back the money he had borrowed, and it was a great advantage to him to get the whole year for this purpose.

Mr Sleimy saw what was in his mind, and pressed him still further. 'Consider,' said he, 'what position you will be in if you lose your action, as you most certainly will if I give my evidence against you, although, of course, I should do so most reluctantly, and have, up to the present, refused to make any affidavit against you. Still the bank might subpoena me, and then I could not help myself. In addition to the bank costs you will have a nice little bill from Mr Millar ; whereas, if you accept my offer, I will arrange with Mr Millar and the bank, or, if you have to pay Millar a bill I will lend you the money, and you will be a free man, and save yourself all anxiety. Besides,' added he in an insinuating tone, 'you know you cannot fight without its getting about, and your employers might not be altogether pleased to know that you were concerned in a lawsuit about a bill of sale.'

Now, it so happened that this was the one consideration that had made Tomkins listen to Mr Sleimy at all, for he dreaded, above all things, losing his situation, and the wary Sleimy relied on this argument to enable him to accomplish his object. Tomkins did not reply, but was thinking, and Mr Sleimy pressed his advantage.

'My dear friend, just consider. You have a wife and family relying on you for support. Even admitting for the moment that your story is correct, and that you have

been regularly taken in, what better terms can you hope to get than these I offer you, and what is the use of your spending a lot of money, and giving yourself no end of anxiety to try and punish the bank? On the other hand, if I come forward against you, you won't find things go quite so easy as you imagine, and if they do go wrong, I grieve to think what the consequence would be to you, whereas to us it matters very little.'

Tomkins could not fail to be struck by this argument. He did not feel himself called upon to act as the Avenger of society, but he began to think that he might do worse than get out of his difficulties by means of some compromise with the man before him, however unscrupulous that person might be. While he was in this frame of mind, Mr Sleimy drew from his pocket some papers, and said: 'There, now, you just sign these. It will make an end of the matter, and I will give you £10 out of my own pocket.'

Fortunately for Tomkins, Mr Sleimy accidentally drew out of his pocket with the other papers, one that he had intended to keep in reserve until everything else was amicably settled, but by some means or other, Tomkins never knew exactly how, this was the paper which he read first. Sleimy had felt it hopeless to get him again to sign a paper without reading it. It was simply a short acknowledgment to the effect that the bill of sale was given intentionally. The instant his eye grasped the contents of this document, Mr Sleimy saw from the

altered expression of his face, the misfortune that had overtaken him, and wrenched the papers rapidly away. Before Tomkins knew what he was doing, Sleimy had regained possession of them, but it was enough.

'My dear sir,' apologised Mr Sleimy, 'I only meant you to sign that in case we agreed to everything.'

But Tomkins was now on his guard. 'If you will give me those papers, Mr Sleimy, I will read them, and will think the matter over and let you know.'

'I think I had better send you copies of them, and call again.'

'Yes, perhaps so,' said Tomkins. And Sleimy left, defeated for that time at least.

CHAPTER XII

IN THE DIVISIONAL COURT

MEANWHILE the motion on appeal to the Divisional Court from the order of Mr Justice Lancelot at Chambers had been set down in the list of what is called Opposed Motions on the Civil Side. Mr Braithwaite-Crushe had had his brief delivered for some time, so had his opponent, Mr Topham; and two of Her Majesty's judges having at last found time to spend a few days in clearing off this particular class of business, considerable progress was made in the list; so that at last *Tomkins v. The National Union Credit Discount Premium and Deposit Bank* got into the paper for the day, and each learned counsel appeared in the Divisional Court clad in those silly and old-fashioned garments, without which, it is still supposed, that a man cannot argue a point of law. Either learned gentleman produced upon the desk in front of him a large number of reports and text-books for use upon the argument of the motion, and placed them beside his brief.

In the good old times which preceded the supposed reform of our judicial system in 1875, the Divisional Courts, which were then called sittings in Banc, had some reason for their existence. Three judges, including generally the Chief Justice of the division, sat to review the decision of the master or judge, or decide some knotty point brought before them, by way of motion in the first instance, but the glorious common sense arrangements of our ancestors were not considered good enough by the would-be reformers of the latter half of the present century. They therefore set about trying a series of experiments, interesting enough in their way, to everybody except those most concerned, namely—the wretched suitors who have to pay for all eccentricity, and the unhappy lawyers who find from day to day that the present system is driving litigants more and more from the Courts of Justice.

Now, when three judges of high ability sat together, there was at least a fair chance of obtaining a satisfactory judgment after solemn argument. But under present arrangements, two only sit to review the decision of a third, and one of them is always sure to feel a certain amount of diffidence and disinclination to review, not only his learned brother at Chambers, but the other member of the Court, with the result that the litigant is very little better off for the appeal, and, unable to obtain satisfaction in this tribunal, he has to go a step further, and take the opinion of three

other judges in the Court of Appeal. A Court composed of two judges really administers justice in accordance with the views of the stronger of the two only. If Divisional Courts are still to exist, we should like to see them supplemented by the addition of one judge of the Court of Appeal as the presiding authority.

However, the defendants had the right to ask the Divisional Court to review the decision of Mr Justice Lancelot at Chambers, and there was beyond, the Court of Appeal to determine whether or not the other three had arrived at a right conclusion, and all this machinery had an attendant expense which must, of course, be borne by the unfortunate individual who happens to be declared in the wrong by the final decision. Neither is it limited to the question of who was right or wrong in the first instance, for either party is allowed to use fresh materials, not only on questions of fact, but to cite further authorities in law, and the Court of Appeal has even gone so far as to make a litigant pay the costs of an appeal brought upon one of its own decisions, upon which it had thought fit to change its mind before the case fought upon it came up for revision. It is more than probable that if our unfortunate friend Tomkins had known what was in store for him before he instructed his sharp solicitor, he would have gone down on his knees to the defendants, and let them do whatever they liked. But legal, like

other experience of our short career, is only bought by suffering and sorrow. However, we anticipate.

On the day in question, Mr Justice Brushaway and Mr Justice Sleepy were the presiding luminaries in the Divisional Court. It was one of those days which are marked in the calendar with a red letter. Why? Nobody in the present day seems exactly to know; and if you ask the question, you will probably get several different answers more or less unsatisfactory, but whatever may be the real reason, the judges still stick to the custom of appearing in scarlet dressing-gowns (we beg their pardon, we mean robes, but they look like dressing-gowns) on these occasions. They might complete the harmony by wearing red wigs, and we would humbly suggest that this matter might well form a subject of consideration amongst their body the next time they meet in their rule committee. It is more than possible that the long discussion which such a proposal would be sure to lead to might prevent them again unsettling the practice for a few years to come.

At half-past ten an usher called 'silence,' and the judges clad as aforesaid, after bowing to the Bar and to one another, and, finally, to themselves, took their seats, and first of all asked if there were any *ex parte* motions.

We are not going to explain all the mysteries which lie hidden beneath this question: how the presiding judge with a most affable smile inquires of the learned

counsel in the front row, by name, whether they move ; and how each one rises, and bows, and sits down again ; and how the request is then made generally to the junior Bar, and how these gentlemen smile and keep their seats. All this is known, and may be witnessed any day by those admitted to our tribunals of justice. But it was particularly annoying to Mr Braithwaite-Crushe, who had an important case in the Bankruptcy Court, that before *Tomkins v. The National Union Credit Discount Premium and Deposit Bank*, which stood at the head of the list, was called on, Mr Thomas Stermer moved the Court *ex parte*. It was for some time doubtful to those present if he intended to move, or if he was only changing his seat, for he was so long and so thin, and it took him such a time to rise, that another *ex parte* motion might have been made and determined while he was obtaining his full height and position behind the Bar, and when he did so, there came from the lamp-post-like top of this singular personality a squeaky voice which said, 'My lords, I have to move *ex parte* for a rule calling on the justices of Middleborough-by-the-Sea to show cause why a mandamus should not issue to compel them to hear the complaint of Susannah Banana, an apple woman who keeps a stall in the market-place of that ancient and historic borough.'

Mr Justice Sleepy.—Did you say Middleborough, Mr Stermer ?

Mr Stemer.—Yes, my lord, Middleborough-by-the-Sea.

Mr Justice Brushaway.—What is it the apple woman complains of?

Mr Stemer.—My lord, she applied to the magistrates for a summons against two boys of the names of Herbert Atkins and Thomas Watson, who had interfered with her trade and assaulted her upon two occasions. She had called a constable, and the constable had refused to take the charge on the ground that the assault was committed on private premises.

Mr Justice Brushaway.—Private premises of an apple woman, Mr Stemer?

‘Yes, my lord, the contention is that the apple woman’s stall, being pitched beside a wall on a piece of ground for which she pays twopence a week rent, and where she has a small cellar for the purpose of storing her fruit, is a private place or shop and not an open stall in the street. This woman has, it appears, been summoned before for obstructing the traffic by her stall, and it then appeared that the justices refused to convict on this ground, that the place where the stall stood was her private property, and not part of the public thoroughfare.’

Mr Justice Brushaway.—That would appear to be right, Mr Stemer. Are you complaining of that?

Mr Stemer.—No, my lord, we rather like that, if the truth must be told. What we complain of here is, that

the justices refuse a summons against these boys, because they said they did not think much of the assault, and that as regards the nuisance, the place must be held to be a shop and the complainant's proper course was to exclude such members of the public as she did not wish for customers.

Mr Justice Sleepy. — The point is a curious one. Have you got any authority for saying that it is a nuisance for persons to go into an open shop and remain there longer than the proprietor desires? Is it not the proper course for the proprietor to eject such persons?

Mr Stemer.—Perhaps so, my lord, but how is a poor old apple woman to eject these boys? It was in the course of trying to do so that the assaults took place, and the constable refused assistance.

‘I see,’ said Mr Justice Brushaway, ‘from your affidavit, that you allege that one of these boys stole an apple, though it was only a bad apple.’

‘I do not think we say that, my lord.’

‘Yes, you do, just listen. “On the morning of the day in question, Watson took a bad apple from my stall, and, after biting it, threw it into the street, and declined to pay for it.” Could he not have been given into custody for stealing that apple?’

Mr Stemer.—Probably my client did not wish to take an extreme course, nor go beyond requiring the magistrates to hear the complaint. It will be for them, upon the evidence, to convict or not, but at present they have

refused my client the remedy to which by law she seems entitled.

Mr Justice Brushaway and Mr Justice Sleepy here put their heads together, and had a little private conversation.

Mr Justice Brushaway then said :—It seems a pity to put in force the whole machinery of this Court over such a small matter, but we certainly think your affidavit shows that you are entitled to a rule *nisi*. You might, however, if so advised, renew your application to the justices with an intimation from the Court that the summons should be granted, and you can, of course, come here again if you like, or take your rule now.

Mr Stemer.—If your lordships please.

There being no more *ex parte* motions, the associate called the list, the first case in which was *Tomkins v. National Union Credit Discount Premium and Deposit Bank*.

Mr Topham thereupon arose and unfolded a big brief, and began :—

‘My lords, this is an appeal from an order of Mr Justice Lancelot, at Chambers, granting an injunction and directing the defendants to withdraw from possession under a security, being a bill of sale, given by the plaintiff to the defendants for securing an advance of £30 and interest.’

Mr Braithwaite-Crushe here arose and interposed : ‘My lords, there is a preliminary objection to this appeal.’

Mr Justice Brushaway hated preliminary objections, and at once attempted to sit upon Mr Crushe, saying, 'Don't interrupt your opponent, we will hear you presently.'

But Mr Crushe knew very well that the other learned judge, Mr Justice Sleepy, delighted in preliminary objections, or in anything else that would get rid of or shorten a case, and looking full at him he pressed his point, that the preliminary objection should be disposed of first.

Mr Justice Sleepy thereupon said a few words to his colleague, who was obliged to give way as gracefully as he could, and said: 'Very well, Mr Crushe, if you insist. What is your preliminary objection?'

'My lords, the appeal is not entered in time. The rules provide, Order 54, Rule 24, that the appeal should be made within eight days after the decision appealed against, and the notice of motion in this case was not served until the ninth day.'

The learned judges here refer to two large white books, which are known as the Annual Practice, and having with much trouble found this rule amongst a labyrinth of others, asked for the dates of the notice of motion and service, and then seemed to think there was something in Mr Crushe's point, for Mr Justice Brushaway said:—

'Mr Topham, what do you say to this? Your notice should apparently have been given on the fifth day for the eighth.'

Mr Topham.—My lords, that depends upon whether these days are to be considered clear days or not clear days. Where clear days are not mentioned, under Order 64, Rule 12, the first day is to be excluded, and the last day to be included, and if the rule says clear days, it seems perfectly plain that both first and last days are to be included ; and now, my lords, if these are not clear days, and I take it they are not, we ought not to reckon the first day, and then, if we post the notice on the last day, though it would not have been received till the next day, I apprehend we should have been in time.

Mr Crushe.—My contention is, my lords, that whether these are clear days or not, the notice must be served upon us, so that it may be received within the time limited by the rule. This was held to be so in a case of *Bextine v. Coner*, 18, Q.B.D.

Mr Justice Brushaway (having said a word to his learned brother).—Really, Mr Crushe, you are perhaps right, but we cannot go into a number of authorities upon a miserable question of an hour or two in the service of the notice. You seem not to have been prejudiced by any delay, if there has been any, and if you are, we will consider that, and we will hear the appeal, and if necessary extend the time.

Mr Crushe.—Very well, my lords, I thought it my duty to take the point. And he sat down.

Mr Topham got up again, and extracting a little sheet of paper on which were sundry notes, went on with

his case: 'My lords, the action is brought by the plaintiff—'

Mr Justice Brushaway.—Yes, yes, but what about the injunction? Did not you tell us that this appeal had something to do with an injunction?

'Yes, my lord.'

Mr Justice Brushaway (with a significant sneer at Mr Crushe).—That is what comes of interruptions. Counsel begin a case, and just as we are about to understand it, there is an interruption upon some rubbishing preliminary objection, and we have to begin it all over again. Tell us about the injunction, please, Mr Topham?

Mr Justice Sleepy smiled at Mr Crushe, as much as to say: 'Never you mind my brother's temper. You were quite right to take the objection.' But he said nothing.

Mr Topham.—The plaintiff got an injunction directing us to withdraw from possession of his goods, which we had seized and were in possession of under a bill of sale granted to us by the plaintiff on the 22nd day of December 189—. He admits having received the money and being in arrears with the instalments.

Mr Justice Brushaway.—And you appear to have rightly been in possession, Mr Topham. Why did my brother Lancelot grant the injunction?

Mr Topham.—I was about to tell your lordship. The plaintiff produced an affidavit alleging fraud by the gentleman of the bank from whom he obtained the

money. Unfortunately for us, the gentleman happened to be in Manchester, and we could not get an affidavit for him in answer, but we now have one which puts an entirely different complexion upon the case.

Mr Crushe.—I have only had the affidavit this morning, my lords.

Mr Justice Brushaway.—Pray, don't interrupt. We will hear you presently.

But if Mr Justice Brushaway thought it possible that he could shut up Mr Crushe he was very much mistaken, for that gentleman at once, and in spite of Mr Justice Brushaway's endeavour to silence him, insisted upon saying: 'My lords, this affidavit was only handed to us this morning, and I object to its being used.'

Mr Justice Brushaway, without referring to his colleague, took no notice of the interruption, but told Mr Topham to go on.

Mr Topham.—My lords, this affidavit shows that the plaintiff's story about the execution of this bill of sale is, to say the least, highly coloured, and that the learned judge ought not, at any rate, to have ordered us to give up possession of our security except, perhaps, upon the terms that the balance due should be brought into Court—a course, my lords, to which my clients would not object, although they would prefer to be allowed to realise their security.

Mr Justice Brushaway had been reading Mr Sleimy's affidavit, and apparently believed it, for he here inter-

rupted Mr Topham, and said : 'This affidavit, you say was not before the learned judge at Chambers.'

'No, my lord.'

'Very well, Mr Topham, speaking for myself, it seems to me that this affidavit entirely disposes of any question of fraud, and I think we had better hear what your opponent has to say.

Mr Justice Sleepy.—Of course you would be willing, Mr Topham, to undertake not to part with or dispose of the goods until after the trial of the action.

'Oh ! certainly, my lord.'

Mr Justice Brushaway.—Don't you think, Mr Crushe, that this would be the proper thing to do, unless you are prepared to pay the money into Court, because, you see, it is a hard measure to deprive a man of his security altogether.

'My lords,' said Mr Crushe, 'I am not in any way prepared to assent to the view of your lordship. The learned judge at Chambers put us under an undertaking not to part with or remove the goods until after the trial of the action, and, I submit, such an undertaking meets the full justice of the case, but I am prepared to argue that Mr Justice Lancelot's order is perfectly correct, and the only one that could be made under the circumstances of this case.'

'Very well, Mr Crushe,' replied Mr Justice Brushaway, 'then you must take your own course, only recollect that we shall not offer you these terms again.'

‘I am prepared to risk that, my lord,’ said Mr Crushe. ‘The case of the plaintiff is, that this bill of sale was obtained from him by the gross fraud of the man Sleimy, and I will read your lordship his affidavit.’

Mr Justice Brushaway.—You need not trouble to do that, because in the face of Mr Sleimy’s affidavit, it would be impossible, without trying the case, to say that there is a clear case of fraud. I will take it for granted that these gentlemen swear diametrically opposite. But is the Court on an interlocutory proceeding to decide which of them is speaking the truth?’

‘Certainly, my lords, if the justice of the case requires that your lordships should do so.’

‘I don’t think it does,’ said Mr Justice Brushaway, ‘because you will have your remedy in the action, and if you are right, you will get heavy damages. My opinion is, that the order of Mr Justice Lancelot went too far, but I cannot say that he was wrong, as he had not this affidavit before him.’

‘Then I understand,’ said Mr Crushe, ‘that your lordships desire I should not argue the merits of the case upon the affidavits.’

‘That is what is in my mind,’ replied Mr Justice Brushaway. ‘I take it for granted that there is a direct conflict of fact, and we, in our discretion, think that the offer made by the defendants fully meet the chance of the plaintiff being in the right.’

Mr Crushe here felt that he could not carry this point any further, so he took up another one: 'But, my lords, the bill of sale in this case is clearly bad,' and he proceeded to argue with the help of many authorities, with which we need not trouble the reader, that the document was void in law, and could not be enforced.

During this argument Mr Justice Sleepy dozed, and Mr Justice Brushaway sat like a silent martyr listening, but paying but very little attention. It was very near luncheon time, and the Court was getting hungry; moreover, he had already made up his mind what he intended to do in the case, and was not going to alter it for Mr Crushe and his authorities, so that, after talking for nearly half-an-hour, and citing every authority his ingenuity could bring to bear on the point in question, Mr Crushe had to sit down, feeling that he had made no progress. Mr Justice Brushaway then smiled at Mr Topham, and said:—

'We need not trouble you. It is quite clear in this case that the plaintiff is not entitled to an injunction, unless he can establish a case of fraud against the defendant, notwithstanding the very able and learned argument of the plaintiff's counsel. I should hesitate a long time before I granted an injunction upon the ground that there are clauses in the bill of sale that may possibly at the trial be held sufficient to defeat its operation, and I am not at all clear that we ought,

even then, to do more than cancel the security on the plaintiff paying back the money he has admittedly received, though, at present, it is quite unnecessary to decide any such point. I base my decision on the broad fact that I do not believe the allegations of fraud made out by the plaintiff, and I think the offer made by Mr Topham was a generous one under the circumstances, and one that ought to have been accepted by the plaintiff. As, however, it has been declined, I think it only remains for us to dissolve this injunction. The defendants, I understand, are under an undertaking to remain in possession of the goods until the trial of the action. The appeal, therefore, will to that extent be allowed.'

Mr Justice Sleepy then said:—Although I am not quite sure that I take the same view of the affidavits as my learned brother, I am, nevertheless, inclined to agree, and do agree with the judgment he has just given. I wish to say that I consider that Mr Justice Lancelot was perfectly right upon the materials which were before him, but, of course, he had no affidavit from the defendants. I should be disposed even now to suggest to my learned brother, seeing that if the plaintiff succeeds in the action, it might be very hard on him to still permit the defendants to sell his goods, that he might be allowed to remain in possession of the goods upon bringing the amount of the security into Court. (Mr Crushe shook his head at the learned judge, as

much as to say that he did not intend to do it). But, if that offer is not accepted, I think the injunction must be dissolved, and the appeal allowed.'

Mr Topham then got up triumphantly. 'That will be with costs, my lord?'

Mr Crushe interposed.—Surely they should be costs in the cause, because the defendants have succeeded here upon fresh evidence.

Mr Topham.—But this is a case where you charge fraud, and you are not entitled to any indulgence whatever.

Mr Justice Sleepy.—Surely you gentlemen ought to be able to agree as to what is the proper order with regard to costs in this appeal.

Mr Justice Brushaway.—That is one thing, Brother Sleepy, about which counsel never agree.

Mr Crushe.—After your lordship has said that I dare not falsify such an expression of opinion, otherwise I was going to suggest that they might be left to the discretion of the judge at the trial, if my friend would consent to that.

Mr Topham.—I do not see why in this case the ordinary rule should be departed from, that the successful party should have the costs of the appeal.

Mr Justice Sleepy.—Well, I do, Mr Topham, here, because if the plaintiff at the trial succeeds in proving fraud, the affidavit upon which you have succeeded here cannot possibly be true, and it does seem right

that an opening should be left for the reconsideration of the question of the payment of these costs.

Mr Justice Brushaway.—It occurs to me, Mr Topham, that you are not very likely to get them anyhow, so perhaps we had better say costs in the cause ; you know we indulged you by allowing you to use this affidavit.

Mr Topham was about to argue the matter further, but his client, who was only too satisfied to have got a favourable order, whispered to him to accept this suggestion, and he therefore tried to make it an act of generosity, and said: ‘My lords, my clients are not actuated by any vindictive feelings, and they instruct me to assent to the costs here and below being costs in the cause.’

The judges then rose and went to luncheon ; but Mr Crushe fired one parting shot at his opponent by telling him that he would take him up to the Court of Appeal.

‘All right,’ said Mr Topham, ‘House of Lords if you like.’

CHAPTER XIII

IN THE COURT OF APPEAL

WE need not trouble our readers with details of the steps taken to enter the case for hearing in the Court of Appeal. Suffice it to say it was duly entered, and on the application of Mr Crushe marked as 'urgent.' When a case is marked urgent by that august tribunal, the Court of Appeal, it generally comes on very soon. The presiding Lords Justices have, during the last few years, used their best endeavours to discourage resort to their tribunal, and in consequence they have very little to do. Several times during recent years, the judges have found themselves without any work at all, and in consequence free to assist the Courts of first instance. Our friend Tomkins reaped the benefit of this state of business by getting his appeal heard within a fortnight of the time it was entered. Counsel's briefs were duly drawn and delivered, and on the morning when the case stood in the paper, Mr Crushe and his opponent were ready in their places to argue this most important matter.

The Court sits in two divisions, consisting generally of three judges each, and on this occasion the President of the Division in which this appeal was to be heard, was the 'chief baker,' not that ill-starred preparer of pastry, who is referred to in scriptural history, and to whom the virtuous Israelite gave such an unpleasant warning, nor, as far as we know, any relation or descendant of his, but a learned judge known as such by reason of a slightly antiquated and not very brilliant joke upon his title of 'Master of the Rolls.'

Why in his judicial capacity as President of the Court of Appeal he should, nevertheless, retain a title which is indicative of entirely different functions to those which he performed when sitting in Court, is a mystery with which we leave others to deal. We only know that he is known and addressed as such, and of course there must be a good reason for everything in our judicial system ! The present holder of this illustrious position was undoubtedly one of the greatest lawyers of the century, and had he been called upon to exercise his jurisdiction in the good old times before the Judicature Acts upset the traditional principles of the administration of justice, he would have been a far better judge than under the present system, the worst feature of which has been to encourage a most unwholesome uncertainty in the decision of a case. In common with most of the judges under the new regime, he and his colleagues seemed to think that there was no particular advantage

to a commercial community like ours in having principles of law set upon a fixed basis, and that justice demanded that a case might be decided in accordance with the particular view a judge happened to take of the facts of the case in order to harmonise them with the decision which he wished to give. It is perhaps too early to say whether the new idea of justice is, or is not, likely to become ultimately an improvement, but it seems, to an ordinary mind, far better that there should be a fixed system of law, though such may at times prove harsh and rigid, than that matters should be reduced to such a state of uncertainty that the most skilful practitioner is utterly unable to forecast the result of litigation. It may be safe enough to leave an absolute discretion in the hands of a man of unusually vigorous intellect, and one who is thoroughly familiar with business habits and customs, and who is entirely at one with the commercial sentiments of the community. But such intelligence is rare, and has only been fully possessed by one great lawyer in recent years. The present Master of the Rolls, however, was deservedly popular with both branches of the profession. He had, it is true, a somewhat sarcastic manner of snubbing and attempting to silence counsel who did not at once fall in with his views, and especially so with members of the junior Bar, who found it no easy or pleasant matter to conduct an uphill case when Lord Surrey took a hostile attitude. He was perhaps apt to be arbitrary

and dictatorial, and to forget that the cause of justice is not served by any conduct that may give an impression that a judge is hasty or unwilling to listen to and consider any argument. But it must be remembered that he was a man of strong mental powers, and also at a time of life when the most genial temper is apt at times to be irritable if thwarted; and even those who had the hardest battle before him, were bound to admit that beneath the sarcasm and apparent crossness which at times broke forth, there was an invariable kind and benevolent disposition and cheerful readiness to right a wrong, and no deliberate intention to say or do anything that might intentionally give pain. Lord Surrey was well known as a most benevolent, kind-hearted old gentleman, and for this reason, as well as for his unfailing good temper and cheerfulness off the bench, he was freely forgiven many an unkind or satirical remark that might otherwise have engendered resentment.

Lord Surrey's distinguished colleagues on this occasion were Lords Justice Arch and Sapphire, both of them common lawyers. The former had obtained his position by an unparalleled run of good luck, and at an age, when most men are still in active practice, he had been appointed Lord Justice of Appeal, after having had a very short apprenticeship as a judge of first instance. He was quiet and sedate, rarely making an obser-

vation except for the purposes of counteracting some sarcastic or chilling remark from the President, and when he interfered, it was generally to assist an overpressed junior to make his point clearly to the Court. For this reason he was exceedingly popular ; and although nobody could refer to anything he had ever done or said of particular brilliancy, he had earned the respect of every one who practised before him. Lord Justice Sapphires owed his position entirely to political influences. He had had the good fortune to be related to several members of more than one cabinet, and they had taken care to use their influence judiciously in his favour, with a result that had been more than commensurate with his talents. But when he reached the Court of Appeal, he showed at once that he had real good stuff in him. He generally bent his intellect towards assisting his colleagues to get at the bottom of a case, and also to bring to bear upon it a very large knowledge of case law. That was the one great knowledge he possessed. He was a man who went through his day's work as through life, without emotion, and apparently without trouble. He would listen attentively to an argument, rarely interrupting or commenting. His judgments were somewhat colourless, being generally repetitions, with a little elaboration of those of his colleagues. He was neither liked nor disliked, but was generally looked upon as a member of the Court who was certain to agree with the Chief. It was, however,

a mistake to suppose that he had not a strong opinion of his own, but this he generally made felt in the course of the argument or in private consultation with his colleagues, and in this way he did most effective service, though without obtaining that credit for it which a more loquacious and self-asserting individual would have received.

Mr Braithwaite-Crushe was not a particular favourite with the Court of Appeal, but his learning upon questions relating to bills of sale was well known and respected, and he therefore felt no hesitation in opening his case upon the question of the validity of this bill of sale, and in referring to the authorities he had quoted in the Court below. He had hardly got well into the second case, and was discussing the complex and much to be admired question of whether or not the bill of sale in this case varied from the 'form in the schedule' to the Act, when Lord Justice Arch interrupted him, put on his peculiar suave smile, with which he always marked a determined expression of opinion, and observed: 'Do you say, Mr Braithwaite-Crushe, that the Court of Appeal is bound to interfere with the discretion of the Divisional Court, and grant an injunction upon a question of law?'

Mr Crushe turned to Lord Justice Arch, and also smiling, said, 'Yes, my lord, I submit that the Court will do so, if the law has been clearly misinterpreted in the Court below.'

Lord Justice Sapphire interposed, and said, half to Mr Crushe and half to Lord Surrey: 'Surely that would be going a little beyond our ordinary rule, because it would be necessary to decide the action, and that we could hardly be asked to do on a motion for an injunction.'

Now it so happened that Lord Surrey had had placed upon his desk, by the Officer of the Court, the affidavits in the case, and while apparently paying the greatest attention to Mr Crushe's argument, he had been simply occupied in reading the affidavits of the plaintiff, and fortunately for our friend Tomkins, he was properly impressed by the story there told, and at once snapped out: 'Why do you want to trouble us with the law of this case at all? If the plaintiff's affidavit is true, there cannot be any question that there ought to be an injunction. Do you mean to say, Mr Crushe, that the Divisional Court refused you an injunction on this affidavit?'

Lord Justice Arch held his tongue and smiled. Mr Crushe shut up his books with a bang, and replied, 'My Lord, Mr Justice Lancelot at Chambers granted us—'

Lord Surrey (interrupting).—I wish you and other counsel would answer the question put by the Court. It always seems to me so easy to give a plain answer to a plain question, instead of which you are proceeding to tell me something quite different.

Mr Crushe.—I was trying to tell your lordship what happened in this case.

‘Yes, but that is what I did not ask you. Did the Divisional Court read this affidavit?’

‘My lord, I cannot say. It was before them.’

Lord Surrey.—Well then, they did read it, or they ought to have read it. Now why, in the face of this affidavit, which alleges a distinct and wicked fraud, if I understand the English language, which perhaps I don’t, but if I do, it’s fraud and nothing else but fraud; why in the face of that did the Divisional Court refuse you an injunction?

Mr Crushe.—My lord, they did not refuse, but they set aside—

Lord Justice Sapphire (to Lord Surrey).—It is very simple. The judge at Chambers, as I understand it, Mr Crushe, granted you an *ex parte* injunction.

Mr Crushe.—That is so.

‘And then the Divisional Court dissolved it.’

Mr Crushe.—Quite right, my lord.

Meantime Lord Justice Arch, with his usual painstaking way of doing things, had studied all the papers, and at once got the matter right, and explained it to the other members of the Court.

Lord Justice Arch.—A summons for an injunction was granted *ex parte* in the first place. Mr Justice Lancelot, upon the hearing of that summons, granted an interim injunction until the trial, and the defendant appealed to the Divisional Court, and the Divisional Court dissolved that injunction.

Mr Braithwaite-Crushe.—I am much obliged to your lordship ; that is exactly how the matter comes here.

Lord Surrey.—Well, why did not you tell us so at once, without wasting all this time and making us ask you a number of questions, which, as far as I can see, have nothing to do with the matter? Now, will you tell us if you can, and I suppose you would not be here unless you can, why the Divisional Court dissolved the injunction?

Lord Justice Arch (trying to assist Mr Crushe, Lord Surrey's manner being rather oppressive).—We should like to know whether it was on the question of law or upon the facts. I see there are some other affidavits.

Mr Crushe (encouraged by Lord Justice Arch, at once went to the facts).—My lords, I submit that the plaintiff's affidavit makes out a clear case of fraud. At Chambers the defendants did not answer it ; they made a lame and shabby excuse that the man Sleimy—

Lord Surrey.—Why do you call him 'the man?' What is he?

'I believe he is a "man" ; but what he exactly is we don't know, but we believe that he is employed by the defendants to negotiate questionable loans. The defendants produced no affidavit, my learned friend stating that this Sleimy was in Manchester, and, of course, Mr Justice Lancelot thought he did not answer the affidavit intentionally. In the Divisional Court, my friend produced an affidavit of Mr Sleimy which is before

your lordships, and Mr Justice Brushaway accepted it in preference to the affidavit of the plaintiff, confirmed, as I submit it is, by all the circumstances of the case.'

Lord Justice Surrey.—I have read that affidavit too, Mr Crushe, and I can only say that at present I do not believe a word of it, and I think we will hear what your opponent has to say.

Lord Justice Arch nodded acquiescence. Lord Sapphire said nothing, but merely wrote something in his note-book. Mr Crushe sat down triumphantly, and Mr Topham rose, feeling rather uncomfortable.

Mr Topham.—My lords, I apprehend that this Court will not go into the question of the validity of the bill of sale upon the appeal motion for an injunction. I contend that the bill of sale is perfectly valid and an existing security.

Lord Surrey.—We stopped Mr Crushe from going into that. Why do you want to trouble us about it?

'My lords, the Divisional Court were not satisfied that there was any ground for holding that the bill of sale was void.

Lord Surrey.—I don't care twopence, no, not even one penny, whether the bill of sale as a piece of paper is good in form. If it was obtained by fraud, it is not worth the paper it is written on. You have got to show us that the Divisional Court were right in holding that this bill of sale was obtained under circumstances that

were not so suspicious as to entitle the plaintiff to an injunction until he can try his action to set it aside.

Mr Topham.—My lords, I apprehend it is for the plaintiff to show a clear case for an injunction.

Lord Justice Arch.—He does show it, if we believe his affidavit. It appears the judge at Chambers did do so.

Lord Justice Sapphire.—The plaintiff has to make out a *prima facie* case of *mala fides*, such as would entitle him, in the absence of evidence on the other side, to a verdict on the issue of fraud, and that he has done in this affidavit, if we believe it.

Mr Topham.—But, my lords, the plaintiff's affidavit is denied by us.

Lord Surrey.—In a certain way, Mr Topham.

Mr Topham.—The plaintiff is a man of full age, and must be taken to have known what he was doing when he went to borrow money. It seems to me absurd for him to suggest that he supposed he was going to get £20, or any sum, on his personal security only.

Lord Surrey.—In the first instance, your clients did not deny the plaintiff's statement at all. After the injunction was granted, they appear to have got this Mr Sleimy to swear an affidavit, which, for myself, I must say I do not credit. In fact, I go further, and if you press me to say so, will say that I don't believe a word of it, but, even in that affidavit, he does not deny

that the plaintiff might reasonably have been deceived by his representations.

Mr Topham.—But, my lord, that is surely the question to be tried in the action. We have had no opportunity of cross-examining the plaintiff to test his story, and whenever there is a conflict of fact, your lordships have, I submit, no right to decide against the defendants.

Lord Surrey.—I do not agree that there is a conflict of fact. The plaintiff seems to me to have told a straightforward story in his affidavit, but supposing that we only think there is a reasonable probability of its being established at the trial, do you suggest that we are not to protect him from having his home sold up in the meantime?

Mr Topham.—My lords, he will have his remedy in damages.

Mr Justice Arch.—Surely not an adequate remedy, Mr Topham? I think the judge at Chambers protected you by making the plaintiff give an undertaking not to part with the goods in the meantime, and you want to sell him up at once.

Mr Braithwaite-Crushe.—My lords, since the decision of the Divisional Court, and notwithstanding this appeal, the defendants have actually again gone into possession of the plaintiff's home, and their men are there now.

Lord Surrey.—Well, I suppose they were within their rights in doing so. (To Mr Topham) The main charge

against your clients is, that this gentleman, Mr Sleimy, got the plaintiff to sign a bill of sale after he had refused to give one, and under the belief that he was signing something else.

Mr Topham.—My lords, it is not credible; he is a man of full age.

Lord Surrey.—What do you mean by full age, Mr Topham?

Mr Topham.—I am instructed, my lord, that he is over thirty, and he is a bank clerk.

Lord Surrey.—Well, I know something of bank clerks, and I don't think they are men generally of much business experience. They understand the routine well enough and are good figure men, but I can quite understand that a bank clerk even of thirty years of age would be no match for Mr Sleimy.

Mr Topham.—Is that not rather assuming that Mr Sleimy is committing perjury?

Lord Surrey.—I do not wish to assume anything, though if you press me I shall be compelled to say what I think. I cannot lose sight of the fact that the charge made against Mr Sleimy was contained in the affidavit of the plaintiff used before the judge, and that your clients did not then answer it, and even now, in the view I take of the affidavit, the answer is wholly insufficient.

Mr Topham.—Might I put to your lordships this? The plaintiff does not deny that he had our money and that

he was in arrear with the instalments which he agreed to pay before we took any steps against him.

Lord Sapphire (referring to some of the documents before him).—But he says in paragraph 4, that he offered to pay and tendered the instalment, and your people refused to receive it.

Mr Topham.—That was after we went into possession, my lord, and we had acquired the right to have the balance paid.

Lord Surrey.—That right again depends upon whether this is a good security or not.

Mr Topham.—Yes, my lord, and that depends upon whether the bill of sale is good or not, which is the point I was arguing when your lordship stopped me.

Lord Surrey.—What is the use of addressing to us an argument upon the validity of what is on this piece of paper, if the signature to it was obtained improperly? I do not care to discuss the question of law, if in our opinion the facts entitle the plaintiff to interim protection, which is all he asks.

Mr Topham.—Where the security is regularly in form, it is for the plaintiff to show invalidity in fact: that was decided in this Court in a case of *Jackson v.*—

Lord Surrey (interrupting).—Stop, stop, stop, Mr Topham. Surely we do not want any authority nowadays to tell us, that if a case of fraud is not made out by the plaintiff when it is fraud upon which his right to relief rests, we should not interfere; but his affidavit, to

my mind, establishes a *prima facie* case of improper dealing or fraud—call it what you like ; it is a case which, if established by him at the trial, would be amply sufficient to justify upsetting your alleged security.

Lord Justice Arch.—And if even you are quite prepared to meet it at the trial, if you don't meet it now, the injunction should go.

Lord Justice Sapphire.—Mr Topham, do you say that your clients are prepared to deny the whole story about the sherry, and also about the surreptitious visitors to the plaintiff's house ?

It may well be imagined that with these three judges all addressing him at the same time, Mr Topham did not feel very easy, and after a pause he turned to Lord Justice Sapphire and said, 'My lord, we should certainly do that.'

Lord Surrey.—Then, why have you not done it ? I notice Mr Sleimy has carefully avoided saying one word about the two men who went to the plaintiff's house. He only says he knows nothing about it.

Mr Topham.—I have no doubt I could get an affidavit from every person employed by the defendants to deny that.

Lord Surrey.—I daresay you could, but do you think we should believe it. How did you get the inventory of his goods ?

Mr Topham.—I would rather ask your lordship not to

request me to answer that question, but with submission these are pure matters of prejudice.

Lord Surrey.—Not at all. They are matters of substance.

Mr Topham.—I submit not, my lord, but I wish to put another point to your lordships. The plaintiff made no complaint whatever of anything until he got into arrear with his payments, and therefore, I submit, that the charges made against us are all threats for the purpose of trying to get rid of our men in possession. Until then, we never heard one word from him of anything being wrong, and he would have paid the instalments due, according to his own story, but for the illness of his children.

Lord Justice Arch.—That argument, Mr Topham, is to my mind the strongest one against you, because if you accept the plaintiff's statement, that he intended to repay the money in accordance with the terms upon which he believed he had borrowed it, that shows him to be an honest man, and therefore a person to whose story the Court would attach credit.

The Master of the Rolls said nothing, but gave a significant smile of confirmation.

Mr Topham.—I venture to suggest, my lords, that we should have had some complaint from this gentleman when we were compelled to seize.

Lord Surrey.—Well, we understand that's your suggestion to the Court. Now, have you anything more to add?

Mr Topham.—Only this, my lord, that an injunction is always a matter of discretion, and the Divisional Court having exercised their discretion, your lordships will not interfere with it unless it is manifestly wrong.

Lord Justice Sapphire.—I don't think any of us, not even your opponent, will dissent from that view, Mr Topham; what I should like to know is how you persuaded the Divisional Court that they ought to credit your client's story in preference to that of the plaintiff's?

Mr Topham.—I should say, my lord, that they considered that the plaintiff, being a man of full age, must have entered into this transaction with his eyes open, and that there was no ground for believing that he had been in any way defrauded.

Lord Justice Sapphire.—I assumed that was your contention in the Court below, and that really is the only ground upon which you can wish us to act here.

Mr Topham acquiesced.

Lord Justice Sapphire.—Then I think the Court fully understands the whole of your arguments. The other Justices of Appeal nodded assent, and Mr Topham could not help feeling that this was an intimation to him that it was no use his saying any more, and he accordingly resumed his seat.

Lord Surrey then proceeded to give judgment, saying first of all, 'We need not call upon you, Mr Crushe.'

THE JUDGMENT.

This is a motion by way of appeal from an order of the Divisional Court dissolving an injunction granted by Mr Justice Lancelot at Chambers, restraining the defendants, their servants or agents, from proceeding further under a bill of sale, in pursuance of which they had seized the plaintiff's furniture and claimed the right to sell it. That very able and careful judge appears to have heard the case very fully at Chambers and to have made the only order which, upon the facts before him, he could have made, and which indeed the Bill of Sale Act clearly indicates that he ought to make under such circumstances. Now, it is perfectly true that that injunction, or rather the preliminary summons at the onset of the proceedings, was obtained *ex parte*, but the learned judge was very careful to give, and did give, the defendants an opportunity of meeting the case made against them, and they could have produced an affidavit, or for the matter of that, half-a-dozen affidavits to answer the various allegations made by the plaintiff. They did not do so, but strove to meet the case by merely raising questions of law, which, in my opinion, have nothing whatever to do with it. The learned judge at Chambers therefore did, in my opinion, what he was bound to do, granted the injunction asked for. But out of consideration for the defendants, he went further than I myself should have gone, though this appears to have been done with the consent of the

plaintiff's advisers at the time, and made the injunction subject to a condition, that the furniture should not be parted with or moved until after the trial of the action. The plaintiff appears to have consented to this, and I merely mention it because it is an additional reason for the belief in the *bonâ fides* of his case.

The defendants, however, were not satisfied with that decision, and they appealed to the Divisional Court, and they there produced an affidavit of the agent of the defendants, one Mr Sleimy, with the object of discrediting the plaintiff's story. The learned judges of that Court seemed to have thought that upon that affidavit there was such a conflict raised as entitled the defendants to say that the case for an injunction was not made out. I can only say that after reading the affidavits I have arrived at an entirely different conclusion, and taking the view I do of the evidence as it now stands, I think it would be a denial of justice to refuse the plaintiff the interim relief that he asks for, and that he obtained from my learned brother, Mr Justice Lancelot. Now the case made out by the plaintiff, shortly put, is this. I do not want to say one word here that may prejudice the trial of the action. But the case made out is, that the alleged security was obtained by misrepresentation and under circumstances which, if true, show a very strong case of improper dealing. Now the defendants might have, and counsel tells us that at the trial they will have, a com-

plete answer to this charge. I have not the least doubt that whatever his own personal view may be upon the matter, he speaks, as it is his duty to speak, from the instructions of his clients, and I am not interested in inquiring here whether these instructions are true or not, because it is our duty to deal with this case upon the materials before us, and I have come to the conclusion, after giving full effect to the affidavit of Mr Sleimy, upon which the defendants rely, that they either cannot or have not thought it worth their while to answer in this Court, and in these proceedings the allegations which the plaintiff makes against them. The learned judges in the Divisional Court apparently came to the conclusion that they had done sufficient to establish such a conflict of fact as would induce a judge to say that there was not sufficient ground for interference in the present stage of the proceedings. Having read the affidavits carefully, and heard everything that either counsel can say upon them, I do not hesitate for a moment in saying that the plaintiff has, to my mind, fully made out his case for an interim injunction, and that the defendants have wholly failed to answer it satisfactorily. As the evidence at present stands, the Court has before it, at any rate, good reason to believe that the plaintiff will at the trial make out such a case as will entitle him to ask that the bill of sale may be set aside. We are not called upon now to decide whether or not the defendants will then be able to meet that case.

It is sufficient for the present purpose that they have not done so in the affidavit which appears to have influenced the Divisional Court, and I think that this appeal should be allowed with costs. I would only add that although, as I said before, the undertaking of the plaintiff not to part with the furniture pending the trial was given as a concession on his part, still, if nothing is said to the contrary, I think it should stand part of the present order.

Lord Justice Arch said :—Mr Justice Lancelot, upon a summons at Chambers, granted an injunction against the defendants, restraining them from dealing further with the plaintiff's goods which they had seized under a bill of sale, and directing them to withdraw from possession pending the trial of the action which the plaintiff has brought to set aside such bill of sale, but the learned judge coupled that injunction with an undertaking on the part of the plaintiff, not to deal with the goods or remove them from his dwelling-house. As I understand it, this undertaking was assented to by the plaintiff, and it was in itself a reasonable provision, because, if the plaintiff failed in his action, the defendants would then be able to re-enter, and seize, and sell, and in that way realise their security. It has not been contended here that my brother Lancelot was wrong in the order he made, for indeed, upon the evidence before him, he could not have done anything else, but the defendants, who had not taken the trouble to answer the plaintiff's case before the learned judge in Chambers, were dissatisfied

with the protection which he had given them, and appealed to the Divisional Court. They then produced a fresh affidavit, upon reading which, the learned judges seemed to have come to the conclusion, that the plaintiff's story was, if not untrue, at any rate unlikely to be believed by a jury, and they dissolved the injunction, thereby giving the defendants the right to again seize the plaintiff's goods, and, I suppose, proceed to realise their security, and leaving him to obtain any redress that he is entitled to, by way of damages, in the action which he has brought. Now, although it is perfectly true that, in one sense, damages could be awarded to the plaintiff which would be a compensation for the loss of his goods, yet it can scarcely be said that they would afford an adequate remedy for the sale of his home if he is in the right, and I cannot help thinking that the proviso at the end of section 7 of the Bill of Sale Act 1882 was not brought to the attention of the learned judges in the Court below. The obvious intention of that proviso is that the Court shall act by injunction, if satisfied that 'by the payment of money or otherwise the cause of seizure no longer exists.' It may be said that the Courts always had power to grant such an injunction. That is true, but, on the other hand, the object of the legislature in passing this Act was to protect needy borrowers, and it therefore imposed upon the judges a duty, and gave them a power, which they might have otherwise, but which is, nevertheless, here enacted, of interfering by

injunction in such cases as the present. The question which this Court has to ask itself is this: Taking a fair and reasonable view of the affidavits on both sides, does the plaintiff make out a *prima facie* case for the interference of the Court for his protection? The case made by the plaintiff is, as I understand it, this: 'I was induced to believe that I was borrowing this money upon my personal security only. I never consented or agreed to give, or contemplated giving a bill of sale, nor did I know that the document which I admit I signed was such bill of sale, or I would not have signed it. It was put before me, and my signature was obtained to it under circumstances which did not arouse my suspicions at the time, and which I now begin to appreciate, and I say, that such signature and the security to which it is attached ought not to be binding upon me in any way whatever.' It is not necessary, in my opinion, to use any stronger language than this to make the plaintiff's contention clear. Upon that state of facts, not answered in any way by the other side, the judge at Chambers made the order. The Divisional Court had before them an affidavit, which, it is contended by the defendants, disposes of the plaintiff's story. I have read that affidavit, and I quite agree with the observations of the Master of the Rolls thereon. The two affidavits must be read together, and we are bound to consider what the defendants do not say, equally with what they do, and although I am not for one moment going to express any

opinion here as to what may be the result of the trial, I have come to the conclusion that the plaintiff has made out a *prima facie* case for the interference of the Court at the present stage, and that that case has not been answered in such a way as to entitle the defendants to ask us to interfere with the original order made by the judge at Chambers. The plaintiff's counsel, in the course of his argument, raised several questions of law, as to the validity of the bill of sale. I do not wish it to be understood that the Court would refuse an injunction upon a question of law, if such were clearly made out. I think the section to which I have referred requires the interference of the Court wherever it is satisfied, either in law or in fact, that the cause of seizure no longer exists. Having come to the conclusion that the facts here are sufficient to support the injunction, it is unnecessary to decide that question. I therefore think the order of the learned judge at Chambers should be restored, and the defendants having failed here, should pay the costs of the appeal.

Lord Justice Saphire merely said :—I entirely agree with the law as stated by the Master of the Rolls and my brother Arch, and I agree with their remarks upon the affidavits.

Mr Braithwaite-Crushe then got up and said :—Then, my lords, the appeal will be allowed with costs here, and in the Court below.

To which the Master of the Rolls nodded assent, and the Court then went on with the next case.

CHAPTER XIV

TOMKINS NONPLUSSED

WHEN Tomkins reached his home that evening, his wife received him with an unusually cheerful countenance, and on his inquiring the reason, he was agreeably surprised to find that the gentlemen who had been enjoying themselves in his kitchen and at his expense for the last few weeks had again left, politely intimating that they hoped to return again.

‘What has happened, my dear?’ she said. ‘Have you won the case? Is it over?’

But Tomkins was as much in the dark as his good lady. He knew nothing about the mysteries of Appeal Courts and Divisional Courts, and the orders which they made and rescinded, and the way in which the same affected the right to possession of his goods. He told her he supposed it was all right, and if the men had gone, so much the better; but whether they would return again or not he could not possibly say till he had heard from Mr Millar, and he hoped that, as matters had gone so far, everything would now be right. Mrs

Tomkins was compelled to be satisfied with this assurance, and they had a pleasanter evening than they had passed for some time. The last night's post brought a letter from Mr Millar, explaining, or perhaps we should rather say, intending to explain, what had taken place in the Court of Appeal, but all that Tomkins understood was, that he could now keep possession of his goods until something else happened, but what that something else was, or what more there was to try, he really did not know. However, as the letter also contained a request that he would call and see Mr Millar as soon as convenient, and the whole tone of it was congratulatory, he gathered that things had gone well for him, and went to bed under the impression that with the withdrawal of the men in possession his troubles were over. He, however, made up his mind that he would go and see Mr Millar on the following day, and, accordingly, about five o'clock in the afternoon, he found himself at the sharp solicitor's office, where, after being kept waiting for such length of time as that worthy considered consistent with his pretensions to being a very busy man, he was shown in.

'My dear sir,' said Mr Millar, shaking him warmly by the hand, 'I am most happy to see you, and congratulate you on our success. We gave them an absolute licking in the Court of Appeal. Their counsel had not a leg to stand on. Lord Surrey was fully persuaded that your affidavit was true, and did not believe one word of Mr

Sleimy's. It is one of the best victories I have ever had. Mr Braithwaite-Crushe argued it beautifully. I can tell you, you were very lucky to get him as your counsel. I never heard him do a case better.'

'I am very much obliged to you both,' replied Tomkins, as soon as Mr Millar gave him an opportunity of saying anything. 'But are they not to pay me anything for getting into my house as they did?'

'Oh! stop, stop,' said Mr Millar, 'you are going a little too fast, we have not won the action yet.'

'What action?' said Tomkins.

Mr Millar looked at him for a moment, and seeing that the question was really genuine, and Tomkins was not pretending to a want of knowledge of his position, he thought fit to explain it to him. 'You see,' he said, 'the present proceedings have been only what we call *interlocutory*, and the order that the judge at Chambers made, and which has now been confirmed by the Court of Appeal, is only an order which stands till the trial. We have got to try before a jury the question of the validity of the security and your right to recover damages.'

'Good gracious,' said Tomkins. 'Then all this that has happened up to the present is no use at all.'

'Not so fast, my friend,' replied Mr Millar. 'We have beaten them to begin with, and that is a great thing, but the trial of the action is quite a different matter to these interlocutory proceedings. Still, neither myself nor our

counsel, Mr Crushe, entertain any doubt as to our ultimate success.'

Tomkins put his hand to his head in a troubled manner. 'Have we got to begin all over again?' he said.

'Oh, dear no, my friend. You seem to know very little about law, Mr Tomkins!'

'You must forgive me, Mr Millar, but I never had a lawsuit before.'

'I thought not,' replied the other. 'I will explain it all to you if you like, and I hope you will be prepared to trust myself and Mr Crushe to look after your interests.'

'Oh, certainly,' said Tomkins. 'It was not that, but I thought from your letter, and from what you said just now that we had won the case, and that I should have no further trouble except to pay the defendants the instalments as they became due. You must forgive me if I do not understand all the complications of this legal business.'

'Of course, of course, my dear sir, you cannot expect to understand them. The theory of our law is that everybody should know the law, and many a man spends his days in prison because of his inability to comply with that theory, but it is a theory only, and even we lawyers after years and years of patient effort to acquire some knowledge of its complications, are obliged to confess but too often that we know very little about it. Still, the present position of your case is not so difficult to explain.'

‘I do not understand it at all,’ said Tomkins. ‘If the Court of Appeal has decided in my favour, what more do we want?’

Mr Millar laughed heartily. ‘The present question,’ he said at last, after thinking for a few moments how he should make it most intelligible to his client, ‘is merely a preliminary, or as we lawyers call it, an interlocutory question that decides nothing at all—’

‘Dear me,’ said Tomkins, interrupting. ‘Then why have we taken all this trouble about it?’

Mr Millar smiled. ‘The question up to the present,’ he said, ‘has been whether or not you are entitled to be protected against the seizure and intended sale of your goods. We have now to go on with the action and try the question of whether or not the seizure was illegal, and the bill of sale void.’

‘Oh!’ said Tomkins, beginning to understand, or thinking that he did so, ‘then all that has been done up to the present is of no use, except to get the men out of my house.’

‘Now, you have just hit it,’ replied Mr Millar, ‘and it does not settle any of the questions between you and the defendants.’

‘What! not after what you tell me Lord Surrey said?’

‘Oh, dear no,’ replied Mr Millar, ‘but you need not be afraid. I entertain no doubt but that we shall win the action in the end.’

‘And when will that be?’

‘Oh, that is impossible to say,’ replied the other. ‘It may not be tried for a year.’

‘No, you don’t say so,’ said Tomkins.

‘I do really,’ said Mr Millar. ‘The Courts do very little business nowadays, and it takes a long time before an action comes on, even when it has been set down; and we have not yet delivered any pleadings.’

‘Delivered what?’ said Tomkins.

‘The pleadings in the action, my dear sir, which are most important, and have to be settled by counsel.’

‘Dear me,’ said Tomkins, ‘then I suppose I am to understand that nothing of real importance has been done at present, and I may have those men come in again at any time.’

‘No, no, no,’ said Mr Millar; ‘unless the defendants choose to appeal to the House of Lords, which is not very likely, you need have no apprehension of that.’

‘Well, that is one comfort, but it does not seem to me any use my trying to understand things.’

‘Perhaps it is not,’ said Mr Millar; ‘if you are satisfied to trust me and Mr Crushe, we will do the best we can for you, and go on with the case in the usual way. I shall get Mr Crushe to settle the pleadings and attend to anything else that arises, and you may rely upon it that everything will be done properly, and with the utmost expedition that the present state of things legal will allow.’

Tomkins began to feel that there was really no other course open to him, and although his mind had got into a complete state of fog when he thought of what was going to be done, and how, and when, and why, he felt it useless to ask for any further explanation. 'Then, I suppose, I must leave it all to you, Mr Millar,' he said at last, 'and you will let me know how it goes on, and in the meantime am I to pay the instalments to the bank?'

Mr Millar hesitated. 'I am afraid that is one of the points I cannot tell you; I must ask Mr Crushe, and see what he says.'

'Oh, very well,' said Tomkins, 'only do not let them have any excuse for coming into my place again, now I have got rid of them.'

'You may safely rely upon that,' replied Mr Millar, 'and you may rest quite easy about everything, until you hear from me again. The action will be proceeded with without any delay on my part, and we shan't forget your claim for damages; meantime, as I have had to pay a lot of money out of pocket, I shall be glad if you will let me have'— and here Mr Miller paused for a moment to think how much he could ask his client for, and then said, 'Well, say £5 or £10.'

'Five or ten pounds,' said Tomkins, alarmed, 'has it cost all that?'

Mr Millar had seen sufficient of his client to know that he was rather a nervous individual, especially

upon questions of money, and although he was anxious for his own protection to get out of him what he could, he nevertheless had Mr Crushe's opinion that his costs were quite safe from the other side, and therefore felt that he must be very careful, and not frighten his client by heavy expenses at the present stage of the action. He said: 'Of course this matter has been very expensive. There are, you know, counsel's fees and Court fees which must be paid, but I should be sorry to place you in any difficulty, and if you will let me have just what you can manage, I must do the best I can with that for the present.'

This was said with a good-natured smile, and Tomkins, completely mollified, promised to send Mr Millar as much as he could spare by the end of the week.

Mr Millar added: 'You see I don't think you will have to pay any of the instalments pending the action, and if you let me have the money, I will see to your protection as to these, if Mr Crushe thinks they should be paid either to the defendants or into Court.'

Tomkins left Mr Millar in a somewhat hazy condition as to what was going to happen. He felt satisfied that at any rate his home was safe for the present, but he was, nevertheless, awakened to the fact that his case was not won, as he had thought, but that he had only really succeeded in a preliminary stage, and he could not help thinking, and possibly the reader will agree with him, that there

had been a great waste of time, trouble and money over a very small part of the matter, and that he had really advanced a very slight way towards obtaining redress for the grievances which the wrongful conduct of Mr Sleimy had inflicted on him. But not being quite certain that he rightly understood the matter, he asked his friend Grant to luncheon with him the next day, and after detailing to that gentleman what had happened, asked him if he understood why the matter was not over.

‘Well,’ said Grant, ‘I would not have believed that you knew so little about legal matters. Don’t you understand that up to the present, all you have been doing is to get your goods protected until the trial of the action.’

‘That is what Mr Millar said,’ replied Tomkins, ‘but if the judges in the Court of Appeal (I think that is what he called it) were satisfied with my story, why did not they decide the case at once, and have done with it?’

‘But, don’t you see,’ said Grant, ‘that they cannot do so on an interlocutory motion.’

‘Why cannot they do it? I thought we went into Court to get justice, and why should I have to wait such a long time and have a jury and all sorts of expenses, if the judges have come to the conclusion that I am right.’

‘Oh, this only means you are right on the question of the injunction.’

‘Surely, if it has taken six judges to decide that question, is it necessary for a jury to hear the whole thing over again?’

‘Are you asking me to answer that as a lawyer or as a man of common sense, because, if the latter, I should say I really do not see any necessity. You ought to be able to try your case at once, and get a final order and make an end of the whole thing; but that is not the way the lawyers do it. You see there have to be pleadings and interrogatories, and all sorts of little amusements of that kind before you get down to trial, and all that takes time.’

‘And I am afraid money, too,’ said Tomkins.

‘Ah,’ said Grant, ‘but you know nothing is done well that is done too cheaply, and then you must consider the position you were in. You wanted to get those men out of your house and you have succeeded, and so you ought to be quite satisfied for the present; but it is quite another thing whether you ought to have damages, and whether they ought to give up the bill of sale, and that is what you have got to fight out in the action.’

‘But,’ said Tomkins, ‘I had the money, and I am ready to pay it back when it becomes due, and if the Court concluded that I did not give the bill of sale, why cannot they make that order at once and have done with it?’

‘That is not the way it is done. You must leave the matter to your lawyer. Mr Millar knows what he is

about far better than you do, and if you trust him you will come out all right.'

'It does not seem to me that I can help myself,' replied Tomkins, 'but it is not pleasant to have this thing hanging over one's head for months and not knowing what the end will be. It seems to me that the question is so simple that it might be decided in a few minutes one way or the other.'

'Ha! ha! ha!' laughed Grant; 'you just ask anybody who has had a lawsuit whether there is any simplicity about deciding anything. It is in this like in everything else, Tomkins—too quick work means bad work. You must wait your time like other people, and be satisfied that you are in the hands of a man like Millar, who knows his business.'

Tomkins was obliged to take this advice, for it was apparently all he was likely to get. He had embarked in litigation against his will, and under compulsion, and as he was not prepared with any better advice than that which Mr Millar had given him, he was obliged to submit to the inevitable, and leave the matter in his hands, as Grant suggested. Nevertheless, he sighed bitterly when he thought how he had been taken in by the philanthropic Sleimy, and how hard it would be for him to find Mr Millar the means to carry on his case, without which he felt that he could not expect that gentleman to do his best for him. Tomkins had a truly honest idea of paying fairly for

everything, and he felt that it was only right that he should suffer for his extreme folly, but he could not disguise from himself the fact that he would have to go through a good deal more trouble. On his return home that evening, he tried to explain matters to his wife as well as he could, though he found her of somewhat the same way of thinking as himself as regards the hardship of having to fight the case further ; but, as he explained to her that Mr Millar seemed quite hopeful of ultimate success, she believed the case was already won, and tried hard to make her husband take the same view. It was a great relief to both of them to have got rid of the unpleasant occupants of the kitchen, and the little woman did her best to cheer her husband up, and make him feel that as they had succeeded so far, they would be safe to come out victorious in the end.

CHAPTER XV

MORE OF THE SHARP SOLICITOR

Two or three days after these events, Tomkins received a letter from Mr Millar, telling him that he had been to see Mr Braithwaite-Crushe, and that that gentleman had advised that the instalments should be paid into Court as they became due, and that, therefore, they had better be forwarded to him, Mr Millar, from time to time. He also said that the action was going on satisfactorily. Having made up his mind that he was bound to follow Mr Millar's advice to the end, he at once sent that gentleman £5 in a letter, thanking him for his services up to date, and promising to continue the payments of £2 per month, and expressing every reliance in his judgment. Matters continued like this during all the summer. Tomkins sent his instalments to Mr Millar month by month, and duly received acknowledgments for the same, and information that matters were going on satisfactorily, but there was no chance of the action being tried until after the long vacation. Tomkins and his family had this year to give up their usual seaside

trip because he was afraid to spend any money, and although the children did not like it, yet Mrs Tomkins, feeling herself the guilty party in connection with the present difficulties, bore it amiably, and quite approved the determination to save money until the lawsuit was over. But she had fully made up her mind to have some compensation out of the damages her husband would get from The National Union Credit Discount Premium and Deposit Bank.

About the middle of October, Tomkins received a letter from Mr Millar asking him to call, and on interviewing that gentleman, found him busy with a mass of papers upon which the name of Tomkins *v.* The National Union Credit Discount Premium and Deposit Bank appeared very freely. Mr Millar shook him warmly by the hand: 'I hope, Mr Tomkins, you are quite well. I am happy to tell you there is every prospect of our case being heard early in the present sittings, and we must therefore get ready at once for trial.'

'Yes,' said Tomkins, 'I hope you will.'

'It will be necessary,' said Mr Millar, 'to have a leading counsel.'

'Why?' said Tomkins, 'won't Mr Crushe go on with the case?'

'Oh yes, of course,' said Mr Millar, 'but you must have a Q.C. with him.'

'What's a Q.C.?' said Tomkins.

'I mean,' replied the other, 'a leading member of the Bar to address the jury.'

'Oh, I see,' said Tomkins, 'Mr Crushe is not allowed to address the jury.'

'No, no, no,' said Mr Millar, 'you don't understand. This is a case of great importance to you, and we are very anxious to win it, and therefore I recommend, and Mr Crushe agrees with me, that we should retain a good man. The defendants are sure to have a Queen's Counsel, and it would not be wise or safe for you to be represented by a junior only.'

'Well,' replied Tomkins, 'I suppose, like everything else, I must leave that to you. You must employ whoever you think best.'

'Yes, but who would you like? Of course we cannot afford Sir Edward Spark unless you can furnish me with £100.'

'That's quite impossible,' said Tomkins, laughing.

'Well, then, we must have the best man we can get for what we can afford to pay.'

'I suppose so.'

'I know them nearly all,' said Mr Millar. 'There's Arthur Henn, a very clever chap ; cross-examines beautifully, and stands very well with the judges.'

'Well, then, have Mr Arthur Henn,' said Tomkins.

'Then there is Mr Boxwood, Q.C., a most amusing man.'

'I like amusing men,' said Tomkins, 'get him.'

‘Oh, but he is very expensive,’ said Mr Millar, ‘and I don’t think we can afford his fee. Then there is Mr Pills, an old friend of mine, but he is more than likely to be on the other side, for he often represents them.’

‘Oh! then we won’t have him,’ said Tomkins.

‘Then there is young Lancelot, the judge’s son, but I don’t think he knows much about bills of sale. Then there is Mr Randy Fox, he addresses a jury very well indeed.’

‘I think I have heard him speak,’ said Tomkins, ‘does he not lecture sometimes?’

‘Yes, I think he does,’ said Mr Millar. ‘Then there is Mr Shoddy, a very eminent man. I had him last year in an accident case, and he got us a capital verdict.’

‘Well, then, let us have him,’ said Tomkins.

‘Ah, but there is just a risk of his being on circuit when your case comes on, and it would not do to give the brief to him and he not attend, would it?’

‘Oh no,’ said Tomkins, ‘that would not do at all, but I don’t suppose any counsel would do such a dishonest thing as to take a brief and not attend to it.’

Mr Millar could not help laughing. ‘I have known such a thing to happen on rare occasions, but we won’t risk it by giving our brief to a man who may be away. Now, there is a young friend of mine, Galton, who has only recently taken silk.’

‘What’s that?’ said Tomkins.

‘I mean been made a Q.C. Called within the inner

Bar. Now, he is a very clever fellow, and more than a match for Mr Pills if he happens to be against us.'

'Well, then, have Mr Galton ; as I don't know any of them it does not much matter to me so long as you get a good man.'

Now, the fact was that Mr Millar had already seen Mr Galton, talked the matter over with him, and promised him the brief, but not knowing what idea Tomkins might have got into his head on the subject, he had had to work round to the engagement of this particular friend in the way we have described. He was only too pleased that Tomkins acquiesced so readily, and continued, 'Now, as we have settled that, Mr Tomkins, I will see Mr Galton as soon as he returns to work, and get him, if possible, to take the brief. He won't charge me a big fee, and I think if you can let me have £25 I shall be able to arrange both with him and with Mr Crushe.'

'Twenty-five pounds,' said Tomkins. 'Where on earth am I to get it from?'

'My dear sir, I have been very willing to go on with this case up to the present, and had to work without remuneration, but when it comes to paying counsel's fees, I am sorry to say I cannot do it without getting the money first. It is not a very large sum.'

'Won't they wait,' said Tomkins, 'till after the case is over and you get the money from the other side.'

'My dear sir, we poor solicitors have to do that very often, but when we go to leading counsel, we have got

to pay their fees. We cannot ask them to take our briefs without a cheque.'

'Then I am afraid,' said Tomkins, 'we must do without a leading counsel. Cannot Mr Crushe conduct the case by himself?'

'That would never do,' said Mr Millar, 'we must not risk losing the ship for a ha'p'orth of tar—you know that's a motto which applies in law as well as in everything else. Surely, if you have not got the money, you can get some friend to lend it to you for a short time.'

'No,' said Tomkins, 'I don't think I could ; you ought to have told me that you wanted this money a long time ago, and I could have saved it instead of paying you the instalments.'

'Yes, but they had to be paid,' said Mr Millar.

'Well, you know, Mr Millar,' said Tomkins deprecatingly, 'that I am only a poor man, or I should not have got into this trouble at all ; it has been all my work to pay these instalments, and I cannot possibly find the sum you ask for.'

Mr Millar saw that the situation was serious, but he thought it better to put what he had to say in writing, and he accordingly intimated to Tomkins that he would think the matter over and see what could be done, and let him know. With this intimation, Mr Millar brought the interview to an end, and Tomkins left in a very unhappy frame of mind, almost wishing that he had

allowed the defendants to do their worst long ago, as he saw no possibility of satisfying Mr Millar's claims.

Mr Millar, however, did not write that day, because other matters claimed his attention at the moment, and he also thought it as well to give his client time to communicate with him in the first instance if he desired ; but as Tomkins did not take the initiative, and the cause lists were likely to be rapidly cleared as soon as the Courts sat again, Mr Millar thought it time to communicate with him again. Accordingly, he sent him the following letter :—

Dear Sir,—Referring to our last interview, I am compelled to remind you that I have not yet received the necessary funds for instructing counsel, etc., and I shall be glad to hear from you at once, as your case is likely to get into the list before long.

Yours faithfully,

THOMAS MILLAR.

Now, as at the moment when Tomkins received this letter it was quite impossible for him to find the sum Mr Millar had asked for, it occurred to him that the only thing was to go and see that gentleman again and try and persuade him to find the necessary cash himself. But Mr Millar was obdurate. He was 'already,' he said, 'so much out of pocket,' and he could not instruct counsel without paying them their fees with the briefs, nevertheless he would place no difficulties in Mr Tomkins'

way, and if he could find another solicitor who would go on with the case for him, he would be perfectly willing to hand over the papers upon having his costs paid up to date.

‘And if I cannot find the money,’ said Tomkins at last, in a despairing tone, ‘what will happen?’

‘You must either conduct the case yourself at trial, Mr Tomkins, or you must go and settle it with the defendants. You might be able to make some terms with them. I rather doubt it, but, of course, if you don’t appear at the trial, your action will be dismissed, and you will have to pay all the costs.’

There was nothing more to be got from Mr Millar, and Tomkins returned to his work at the bank almost broken-hearted. He did not know what to do, and he had no friend to whom he could appeal in his difficulties for advice, or, what was more important, financial assistance. He reached his home that evening in a state bordering on despair, and no amount of encouragement or sympathy from his wife could get him to say anything but that he was ruined, their home would be sold up, and that there was nothing but the workhouse before them. However, a night’s reflection convinced him that there was just a possibility that it might suit Mr Sleimy to settle with him, provided he could convince him that he intended fighting if he did not get good terms, and he therefore called upon that gentleman, and this time succeeded in finding him in.

Mr Sleimy expressed his surprise, but politely offered him a chair and told him he was very glad to see him.

‘I hope you are in a reasonable frame of mind now, Mr Tomkins, and that we can settle our little difficulties, and perhaps do some more business.’

Tomkins had hardly made up his mind how he was going to approach Mr Sleimy after the way in which they had last parted, but this affable opening gave him an opportunity of offering terms.

‘I do not want,’ said he, ‘to go on any further with this case, and I thought that if I came to see you we might be able to come to some arrangement with the bank.’

‘Nothing would please me better,’ said Sleimy. ‘Of course, we have been put to some little expense, but this you could pay when you like, and, for the money that is owing, we will give you time, if you execute a fresh bill of sale.’

Now this offer may seem to the reader somewhat magnanimous, but as a matter of fact, Sleimy knew perfectly well that Tomkins’ furniture was well worth £100, and he was very glad if he could escape being cross-examined in Court about his dealings in the matter.

‘But,’ said Tomkins, ‘there is very little money now due to you, because I have paid all the instalments.’

‘Paid the instalments!’ said Sleimy. ‘We have never received one penny, sir. Is this some fresh charge on

your part, and have you come to me to try and get up something else against us ? ’

Tomkins was astonished.

‘Why, I have paid Mr Millar £2 per month regularly since the case began.’

Mr Sleimy laughed.

‘And Mr Millar has probably put it towards his costs. My friend, we have had none of it, neither has it been paid into Court. Well, of course, it will discharge your bill to him, so you need not be afraid of that.’

‘But I thought I had nearly paid off the whole of the debt,’ said Tomkins. ‘What am I to do if I have to pay it all over again ? ’

‘I am afraid we cannot help you there, Mr Tomkins, but I don’t suppose our costs will be more than £25; but if you like to give us a fresh bill of sale for £50, payable at £2 per month, I think we can meet you.’

‘But that is about all you could ask if I had lost the action.’

‘Oh dear, no,’ said Sleimy. ‘You would have to pay our costs and Mr Millar’s costs, and if you got off under two or three hundred pounds you would be lucky. Now, as you have come to me, you take my advice, just let me get the document for you, and sign it, and we will make an end of the matter.’

‘But,’ said Tomkins, ‘if you lose the case, I shall probably get considerable damages, and you ought to consider that.’

'But you won't fight the case,' said Sleimy, making a shot, 'you cannot find the money.'

'How do you know that?' said Tomkins.

'Never mind, I do know it,' which was not true, but Sleimy thought it as well to make the assertion, though he had believed that the case was going into Court, and indeed had hardly known how he was going to get the bank out of the difficult position into which he had dragged it, if the case was really fought out. But Tomkins was completely deceived by Sleimy's confident manner, and took it for granted that he knew of his poverty and of the difficulty he was in, and his inability to find Mr Millar the money, without which he declined to take the case into Court. The experience he had had, led him, however, to exercise a little caution, and he said :—

'Well, Mr Sleimy, I will tell you, I am not very anxious to fight the case if we can settle it. I will think over your terms, and let you know to-morrow,' and he left.

So this was the end of the glorious abilities of the sharp solicitor. He had got out of him all his ready money under the pretence of paying the instalments, none of which he had paid, but put into his own pocket. Nevertheless, although Mr Millar had had the £18 from him and the costs, or such part of the costs of the appeal as had been ordered to be paid to him at once, he refused to go on with the case unless he could get more money out of him. Tomkins could not help thinking that the

bill of sale man was somewhat preferable to, or at least not much worse than the sharp solicitor; but what was he to do? He could not get another solicitor without paying him, and then again he did not know how much more Mr Millar might want before he transferred the papers; besides, how was he to find any money? why had he not before taken Mr Sleimy's offer, though it involved a tremendous sacrifice? It was a hard position for him, and one which he had been led into without any dishonesty on his part, but simply with the intention of giving his wife and family a little extra pleasure. Fortunately, he was compelled to return to his work, and for the moment occupation made him think less of his trouble. But there was another blow in store for him. He had hardly been at work half-an-hour, when the bank manager requested him to step into his private room. It was not a very usual thing for Tomkins to be sent for in this way, and as he obeyed the summons, he trembled to think that his misfortunes were perhaps to culminate in the loss of his situation.

Mr Thompson was an elderly grey-headed gentleman, with a rather severe manner, which he took no pains to conceal to his subordinates, and an interview with him was never a very pleasant one. On this occasion he was not alone, but was apparently in conference with an astute looking gentleman, who grasped the world through a pair of gold-rimmed spectacles. He hardly appeared to look at Tomkins, and yet before he had sat down,

had taken his full measure. But he remained quietly in his chair and said nothing, while Mr Thompson opened the conversation.

'Mr Tomkins,' said he, 'you have been with us for a good many years now.'

'Since I was a boy, sir,' replied he, 'and I have always done my best to give you and my employers satisfaction. I hope there is nothing wrong, sir?'

Mr Thompson looked at the gentleman at his side, with an expression that seemed to say, 'Shall I go on, or will you?' But as Mr Frewin said nothing, he continued: 'I am sorry to say that it has come to our knowledge, Mr Tomkins, that you have become involved in litigation with some notorious money-lenders, and it is not to the credit of our establishment that this should be the case.'

Tomkins feared that dismissal was coming; he bowed his head on his hands like a man completely overcome, and for a minute could find no words to reply. But as Mr Thompson did not continue, he felt it incumbent to say something, and at length raising his head, he said, 'I am indeed very sorry, sir, that such should be the case. I borrowed a few pounds temporarily, and I have been cruelly imposed upon.'

'You have been with us long enough,' said Mr Thompson, 'to know that we could not allow our employees to remain with us if they were in the hands of money-lenders, and you are quite old enough to know, that if you borrow money, you have to pay it back.'

'May I explain, sir,' said Tomkins deferentially, 'that I have kept all the terms that I agreed to, but I have been cruelly imposed upon.' And then looking at Mr Frewin, as if he took him to be a detective, Tomkins added, 'but my borrowing money, sir, has not involved any breach of duty that I owe to you, and if you have anything against me, please give me an opportunity of explaining it at once.'

Mr Frewin had been keeping close watch on Tomkins, but had not said a word, and now quietly waved his hand to that gentleman to be silent, and said to Mr Thompson, 'I am quite satisfied.'

'Very well, then,' said Mr Thompson, 'shall I go on, or will you?'

'I think,' said Mr Frewin, 'if you will just assure Mr Tomkins that this interview is not hostile, and you will leave him in my hands, we shall get on very well, but you had perhaps better introduce me first.'

Mr Thompson rose from his seat.

'This gentleman,' said he, 'is Mr Charles Frewin, the confidential solicitor of the bank, and it will be best for you to trust him thoroughly.'

Mr Thompson had endeavoured to fulfil the part that he had undertaken in this interview with every regard for the wishes of the great solicitor, whose object had been to test by personal inquiry, keeping Tomkins in the dark, the honesty of his proposed client, but Mr Thompson had managed the matter so badly, that he had

led Tomkins to thoroughly believe that some charge of dishonesty was about to be made against him, and instead of assenting at once to the proposal, he stood up with some dignity and said : ' Mr Thompson, I have been in the service of the bank for fifteen years, and no suggestion of failure of duty has ever been brought against me. I am not now aware of any fault, but if you have any charge to make against me, may I ask that it should come from yourself, for I feel confident that I can explain it.'

Mr Frewin smiled quietly at this outburst and seemed rather pleased than otherwise, but Mr Thompson drawing himself up, said :—

' Am I to understand you refuse our assistance ?'

But Mr Frewin interposed.

' It is evident, Thompson,' he said smiling, ' that your life has been a very rosy one. You have never been in difficulties, and you don't know how a man feels when he is hard pushed.'

Mr Thompson was about to remonstrate, but the lawyer quietly waved him to be silent.

' You have not explained that I am only here as Mr Tomkins' friend, if he will treat me as one ; and it is only natural from the way you have spoken to him he should think we are his enemies.'

' And why not, sir ?' said Mr Thompson. ' Is it a very reputable thing for one of our employees to be in such a position ?'

‘Stop! Stop! Stop! if you please,’ said Mr Frewin coolly, but in a manner calculated to make Mr Thompson understand that the lawyer meant to have his own way. ‘You forget that the directors have left this matter entirely to me to deal with as I think best, and you must kindly be good enough to let me have my own way.’

‘As you please, sir,’ replied Mr Thompson; ‘my presence will then be no longer necessary.’

‘Now! now! come, Thompson. Do drop that bank-parlour manner and be yourself for once, and treat our friend here kindly. You have got it in you if you would only let it come out, you know.’

Mr Thompson seemed inclined for the moment to make a further protest, but the lawyer’s smile and quiet self-possessed manner were too much for him, and he gave in.

‘Well, well, Frewin,’ he said, ‘I know you are sure to have your own way sooner or later, so you may as well have it sooner. ‘What do you want me to do?’

‘What you should have done directly I told you I was satisfied. Namely, to explain to our friend that his employers having heard, it does not matter how, of the little difficulty he is in, have instructed me, if he is agreeable, to do my best to get him out of it, and that they do so because they are thoroughly satisfied of his honesty, integrity, and devotion to their interests.’

‘You put it better than I can,’ said Thompson. ‘But,’ to Tomkins, ‘what Mr Frewin says is perfectly correct.’

Tomkins felt a great load lifted off his mind, and at the same time a perfect confidence in the self-possessed lawyer so different to Mr Millar, and apparently so well disposed towards him.

‘I shall only be too glad, sir, if you will help me,’ he said, ‘and I beg you to believe that the fear of my foolishness coming to the knowledge of my employers, and in any way injuring them, has been one of my greatest troubles.’

Mr Frewin bowed assent, and replied : ‘And now, if you will look upon me as your friend, as well as adviser, and will just tell me what I want to know, I have no doubt that we will find some way of pulling you through your troubles. You will leave us together, Thompson,’ he said.

Mr Thompson took the hint, and retired to his own room.

Mr Frewin then assumed an easy attitude, and said :—

‘Now, look here, Mr Tomkins, I had better tell you how it is that I come into the matter. The fact is, one of the directors of the bank is a better friend of yours than you are aware, and he requested me to see you and give you my advice, which I consented to do, provided I was satisfied that you had really been swindled. I happen to know something of the gentlemen with whom you have been dealing. Their record is not a very creditable one, but still it does sometimes

happen that there are dishonest borrowers as well as dishonest lenders, and before undertaking the matter, I am sure you will forgive me for saying that I wished to be satisfied in my own way that you really deserved sympathy and assistance. I am sure you will forgive me any little pain that Mr Thompson may have inflicted on you, and if you will trust me implicitly, I can assure you, you will have no cause to regret it.'

Tomkins had been in such mental distress over the position in which Mr Millar had left him, that he would, in all probability, have trusted the man in the moon, if that often seen but little known gentleman had offered to extricate him from his difficulties. He accordingly expressed his thanks to the lawyer, and said 'that he would be only too willing to receive and follow his advice.'

'That's right,' said Mr Frewin, 'and now just take your time and tell me the whole story of your difficulties from beginning to end, and I need hardly say, that if I am to succeed, you will do well to keep nothing back from me.'

Mr Frewin's manner while he was speaking was thoroughly encouraging, and without being able to tell exactly why, Tomkins felt the most absolute confidence in him; he proceeded without hesitation to comply with the lawyer's request, and with the help of a few questions from his auditor, he succeeded in making him familiar with the whole

story, the details of which are already before the reader.

‘And so,’ said Mr Frewin, when he had finished, ‘your sharp friend, Mr Millar, has brought your case up to trial, and then proposes to leave you in the lurch if you cannot find him more money. Eh?’

‘It does seem something like that,’ replied Tomkins; ‘of course I could not expect him to work for nothing, and find money out of his own pocket, but I did not know until I saw Mr Sleimy that he had not paid the instalments into Court, and that he has therefore a lot of my money in hand.’

‘Oh! well,’ said Mr Frewin, smiling, ‘we will perhaps let him keep that money. Now, beyond the inconvenience of having the men in possession, you don’t seem to have suffered any serious damage.’

‘That’s true,’ said Tomkins, ‘except the injury it has done me here.’

‘That you need not think of; I think I may say that your position with your employers will not be affected, and the experience you have gained should be of use to you for the rest of your life. If I undertake this case for you, will you be satisfied, if you have nothing more to pay to the bank or to Mr Millar, to get a few pounds as damages?’

Tomkins considered a moment. ‘You know,’ said he, ‘I feel that as an honest man, I ought, of course, to pay back the money I borrowed, and the interest I agreed

to pay, and if the instalments I have given Mr Millar have gone into his pocket, of course that amount, as well as the balance, is honestly due to the bank. If I can get the time which I agreed to have, I can pay back every penny.'

Mr Frewin eyed Tomkins very straightly through his spectacles, but he detected no sign that there was any want of candour in his statement. 'Oh! I see,' he said, 'your view of honesty, and I have no doubt that you are quite right, is that because people have robbed you, you are not entitled to rob them if you can. I am afraid, sir, it is a little old-fashioned, but, nevertheless, it does you credit. Now I don't propose to pay these people one penny piece; I know that they would have sold up your home and left you in the street to starve, without a moment's compunction, so that if you have any scruples about leaving me to deal with them in my own way, I shall have to hand you back to Mr Millar.'

Mr Frewin said this with a smile, but the prospect was so alarming to Tomkins that he at once replied, 'Oh! pray don't think of doing that, Mr Frewin, I am quite willing to leave myself in your hands.'

'Well, now, that is a wise course to adopt, and if I can get you a few pounds damages for the wrongful entry into your house, I think that the strictest moralist will agree that you are entitled to take it. However, we won't jump before we get to the stile. Don't give

yourself any further uneasiness. Just give me your address on a piece of paper, as I don't want to write to you here, and leave everything to me ; only be ready to come to me immediately if I want you, with all the papers you have got, and while I think of it, you had better just sign this.'

The lawyer took a pen and ink, and drew up a short letter of request to Mr Millar, to hand over all the papers in the case.

Tomkins hesitated a moment before he signed it.

'Will he let you have them without his costs ?'

Mr Frewin laughed. 'You leave that to me,' he said, 'I will take care of Mr Millar.'

Tomkins signed the document, handed it to Mr Frewin, and the interview ended.

CHAPTER XVI

TO THE RESCUE

MR CHARLES FREWIN was one of the best known solicitors in London. He was a man who, from his youth upwards, had devoted his whole ability to the practice of his profession, and combined with knowledge of the law, he possessed to a remarkable degree the faculty of acquiring and retaining in his mind the history of individuals. It is a good deal to say of a man in a big city like ours, but he certainly knew the history of nearly every man in London with whom there was the slightest probability of his coming into contact. And such knowledge was not superficial, for he was generally familiar with their private as well as their business histories. He somehow managed to pick up everything that was going on, and, as a general rule, when he was entrusted with a case, he knew almost as much about it as his client. Especially had his experience been acquired in the Criminal Courts. He knew every trick and dodge that the wily and scheming were in the habit of resorting to for the plunder of their fellow men, and

it was this knowledge which enabled him in a way which surprised not only the outside public, but the members of his own profession, to achieve success where others would have absolutely failed. Though fond of money, he was not one of those men who think too much of it, and he frequently undertook and carried through a case in which there was real hardship, without thinking at all about his costs. In his early years he had had to struggle like other men, but he was now well above the struggling stage. He was well known in the profession, and if he was not very much liked by those for whom he proved too clever, he was, at any rate, respected and feared. He always knew everything that was going on in the Courts, and it was therefore not surprising that when Tomkins' case was before the Court of Appeal he had happened to be present and to become familiar with the details as they appeared before that tribunal. It so happened that he was dining with one of the directors of the bank where Tomkins was employed, and of which he had been for many years solicitor, and in the course of the conversation the story was mentioned with regard to how easily bank clerks fell a prey to money-lenders. One thing brought up another, and the great lawyer mentioned the case of Tomkins, which, as we have said, he had heard a short time before in the Court of Appeal. This had led to certain inquiries on the part of the director, and another interview with the lawyer, in which, for reasons of his

own connected with the past career of these particular money-lenders, he had expressed his willingness to assist this poor fellow out of his difficulties if the director had reason to believe that he deserved help. Now, this gentleman, although only one out of five, was nevertheless so far conscientious, that he knew not only all the details of the bank, but the history and careers of nearly all the employees, although few of them were probably aware of the interest he took in them, and he had reason to be satisfied with Tomkins' past, and believed that he was deserving of some sympathy. To make a long story short, Mr Frewin was ultimately instructed to get at Tomkins in any way he thought best, and if he was satisfied that he was deserving of help, he was either to undertake the case or to give his assistance to whoever was working for him.

One of the reasons why Mr Frewin was generally successful was this, that he possessed an untiring energy and never let the grass grow under his feet. He knew the men he had to deal with. He took a cab down to Mr Millar's at once, and that gentleman was easily induced by him to part with all the papers, upon his promise that his costs were perfectly safe. He did not even require a written undertaking. He was only too glad to come into contact with the great man, and promised his assistance in any way that it might be required. Of course, Mr Frewin took care not to say a

word about the misappropriation of the instalments. A few pounds one way or the other made no difference either to him or to the director, who was prepared to pay any costs that he might like to charge. Mr Millar hoped that his name might still be allowed to appear in the case if it went to trial.

Mr Frewin was, of course, not too communicative towards him, and did not tell him what course he was going to pursue, but having obtained such of the papers as he required for immediate use, left him, promising to call again, and proceeded at once to the money-lending bank. Here he sent in his card to Mr Sleimy, and when that gentleman's presence was denied to him, walked coolly through the doors, and into his room before he had time to get out of the way. Mr Sleimy, with all his natural ingenuity, was too much taken by surprise to avoid the interview, but Mr Frewin keeping his hat on, and coolly continuing to smoke his cigar, opened the conversation at once.

'You appear surprised to see me, Samuels,' he said, 'but you know, gentlemen in your line of business should be prepared for surprises.'

Mr Sleimy got up as if he was about to attempt to make his escape, but Mr Frewin waved him to sit down.

'Don't be in a hurry, you will be obliged to have a little conversation with me sooner or later, and you may just as well have it here and now.'

Sleimy resumed his seat, and tried to put on indignation.

‘I don’t know what you mean, sir, by forcing your way into my private room like this.’

But Mr Frewin stopped him.

‘Come, come, Samuels, none of that nonsense with me. Try that on with some of your dupes. I warned you twelve months ago, that you would get yourself into trouble, if you or any of your friends came again into my hands, and I thought you had taken the hint, but you are one of those men, Samuels, to whom a warning is of no use.’

‘My name is Sleimy,’ said the other, trying again to make a protest.

‘Yes, yes, yes, I know all about it, but it is not the first time you and I have met, and you might have common sense enough to know that if I came to you, instead of requesting the interview at another place, it is for the sake of some of your relations. I don’t wish to treat you any worse than I am obliged.’

‘I don’t know what you mean, said Sleimy, angrily.

‘Drop that with me,’ said Mr Frewin coolly. ‘You have been trying the philanthropic dodge, and you have hooked a client of mine. Now, I suppose, you understand what I have come for.’

Sleimy knew of old what sort of man Mr Frewin was, and able, as he generally found himself, to hold his own; he was no match for a man who knew every dark spot in

his career since he was a lad. He grasped at once the position that Mr Frewin meant business, and he began to think that it might be wiser, at any rate, to know what was the present grievance, before he determined how to face it. He gave way, as Mr Frewin knew perfectly well he would do, assumed an easy position, and invited Mr Frewin to sit down.

'Now,' said Mr Frewin, 'this is common sense. You may change your name a dozen times, but, with your nose, I shall still know you as Ikey Samuels, and your precious friends, Hardress & Co., as old Sol Isaacs, and that double-dyed villain Harrison.'

Sleimy was annoyed. 'I suppose you did not come here only to abuse me,' said he.

'Don't be in a hurry. You are very good company when you are reasonable.'

Sleimy bowed assent, and Mr Frewin continued.

'I cannot understand,' said he, 'why you money-lenders must pursue crooked paths. If I were a money-lender I would just simply tell the people who came to me that my terms were 60 per cent., and that, if they borrowed, I meant to be paid, and that they were d——d fools to deal with me. In every business, honesty is the best policy.'

'Do you find that so in the law?' said Sleimy musingly.

'I do,' replied Mr Frewin, 'unless I am dealing with such thieves as you, and then, honesty would be thrown away.'

Now just look what you have been doing. You caught hold of a poor devil of a bank clerk, who knew no more about business than a child. You got him into your net, and you would have left him without a rag to his back.'

'I don't know what you are referring to,' said Sleimy, 'but I have had no dealings with any client of yours that I know of, and I don't quite see what it is to you how we do our business. We make law for you to live upon, at any rate.'

'I will tell you what it is, Samuels. We are both Jews, and were both born of honest and respectable, old-fashioned people. You go your way to bring your religion, yourself, and your race into contempt. Why don't you do your business honestly?'

'You say I don't, but that does not prove anything. If the man has been robbed he has got his remedy, and it is just as often we are robbed. We are obliged to charge big interest to those who pay to make up for those from whom we don't get our money.'

Mr Frewin burst out laughing. 'Then I am afraid the next gentleman will have to pay a very high rate, for I don't intend to pay you a penny in this case.'

'We will see about that,' said Sleimy. 'I am not going to be bullied any more, either by you or anybody else, so I tell you straight. We don't mind fighting. It is a good advertisement, and you cannot do much against a limited company, you know.'

'We shall see,' said Mr Frewin ; ' my client, on the present occasion, is a gentleman named Tomkins ; perhaps you recollect ; a bill of sale obtained by fraud.'

'Oh,' said Sleimy, much relieved, for he had not thought that so big a man as Mr Frewin would have come to him about a wretched case of £30. There were several much more important and serious matters in hand, upon any one of which the great lawyer might have been concerned.

'Is that all? We have to do with a Mr Millar, a very seedy chap, in that case, and I did not know that you were in any way interested in it.'

'Well, you know it now, then,' replied Mr Frewin, 'and I must say for a man of your age and experience, I am surprised that you still resort to these stale tricks, of which I should have thought you had got tired long ago.'

'I don't want your advice,' growled Sleimy. 'If you are going to pay us off, well and good, and if not, I don't see any use in discussing the question.'

Mr Frewin made no reply. He took his cigar-case from his pocket, selected a fresh weed, and offered Mr Sleimy one, which the latter took and lighted.

'Now look here, Samuels—'

'I will be much obliged if you will call me my right name,' grunted Sleimy.

'Well, come,' said Mr Frewin, 'there's no accounting for taste. I think Samuels sounds much better than

Sleimy, but if you wish it, Sleimy you shall be, and it is not such a bad name after all, for so slippery a customer. Now, when you get hold of an aristocrat, whose friends come to me and say, "get this chap out of Sleimy's clutches as cheaply as you can," I always deal liberally with you, as you know; but when I find that you have robbed a poor devil of a bank clerk, whose salary is £150 a year, and who is as innocent as a baby, it is quite a different matter. I have got a perfectly free hand here, and I am very much disposed to think that a month or two in Holloway might be good for your morals, and it would be an advantage to the community at large, to keep you out of mischief. There is another little thing that might be of great service to your firm, or company as you call it. It would probably be a good advertisement for you, if your philanthropic letter,' and Mr Frewen tapped his coat pocket, 'and a few of the other little documents which you use, were made public, in, say, *Truth*, for instance.'

If Mr Sleimy had had a little longer time to consider things, he would probably have at once shown a disposition to meet Mr Frewin half way, and in that case the lawyer would have been quite prepared to let him off easy, for there were a great many difficulties in Tomkins' case, and his client had given him an absolutely free hand, but Mr Frewin's manner was so irritating that Sleimy lost his usual calm judgment, and tried to do a little bullying himself in return.

'I suppose,' he blustered, 'there is criminal law for you as well as for me, and if you come here to try and extort money by a threat of exposure, the bank solicitors will soon know how to deal with you.'

Mr Frewin stared at him quietly through his glasses, and then he laughed gently.

'The bank !' he said. 'Do you think you can impose that upon me? Don't I know that your precious bank consists of you, Isaacs, and that rascal Harrison who calls himself Hardress? Have you forgotten that it was only at the urgent request of a benevolent old gentleman, for whom I have the greatest respect, but whose one great misfortune is to call you his nephew, that I held my hand two years ago instead of prosecuting the whole lot of you? Do you think that I shall find any difficulty in instructing Mr Will to cross-examine you about these little matters, or, if necessary, get Mr Newton to grant a summons against the whole lot of you?'

'Bounce,' replied Sleimy, 'you don't bounce me this time. You cannot take criminal proceedings in this case at all, because you have got an action pending, and the threat is contempt of Court, for which I will make you answer.'

Mr Frewin smiled again.

'You seem to have been studying a little law lately, but it will pay you better to study common sense and common honesty. I suppose you are not very busy on

Friday, but anyhow, if you take this tone with me, you had better make it convenient to attend at Marlborough Street on that day. I have got the necessary document for you here, and I don't suppose it will take me very long to find your beloved friends, Isaacs & Co.'

Now, of course we know that Mr Frewin had not made any application to the magistrate, and perhaps some people may think he was going a little too far in telling the falsehood, but he knew his man, and calculated with perfect judgment on the effect that this would produce. It was perfectly true, as Sleimy had stated, that a magistrate would be loath to entertain or dispose of a charge of fraud while there were civil proceedings pending, but there is no absolute rule of law on this point, and moreover, Mr Frewin would have been under no necessity to tell the magistrate anything about the civil proceedings when applying for a summons or warrant, and Mr Frewin's position was such among the London magistrates that he had little difficulty in getting anything he wanted from them. Mr Sleimy, of course, did not and could not know whether the lawyer had already taken proceedings, and he unfortunately knew Mr Frewin well enough to be aware that although one might be able to do a good deal with him before his blood was roused, yet that once he made up his mind to go for a man he never gave way. Sleimy turned green. Whether or not there was the smallest probability of his being convicted of fraud mattered little to him. If it got into

the papers that the bank was only a cover for a common money-lending concern, that the company was a mere disguise, and if Mr Frewin should be really in earnest in his threats, the consequences to himself and his friends would be fatal. Mr Frewin was not slow in seeing that he had produced the effect he had desired, and pressed his advantage.

‘If you like, I will go a little further, as I never wish to deal unfairly with anybody. There is an old friend of yours named King, waiting for me outside with certain definite instructions to the hunting up of a few documents, which might possibly be upon the premises, and which, I have no doubt, he will find, and take to Scotland Yard to be ready for me when I want them on Friday.’

Sleimy could not find anything to say adequate to the occasion, so he merely answered, ‘You have been in a great hurry this time.’

‘Yes,’ said Mr Frewin, ‘almost in as great a hurry as you were to sell this poor man up, if the Court of Appeal had not stopped you.’

Sleimy simply ground his teeth with rage. His cunning intellect fairly grasped that he was no match in wordy warfare for the skilful lawyer. He tried to gain time. ‘Won’t you give me till to-morrow, just to talk the matter over with the directors, and I will use all my influence to induce them to meet your views.’

‘Or to get out of the way,’ laughed Mr Frewin. ‘You

don't seem so certain of your position as you were a few moments ago.'

Sleimy was simply raging, and yet, tempted as he was to resistance, there was that in the quiet assurance of the man opposite him, that prevented him from uttering the defiance in his heart. Mr Frewin played with him cruelly, and offered him his cigar-case again, saying: 'You had better enjoy good cigars as long as you can. You don't get them in Holloway, and you know Mr Newton might refuse bail. He is a very short-tempered man sometimes, and not particularly fond of money-lenders.'

'Probably he has reasonable reminiscences,' replied Sleimy. And yet, he did not refuse another of the lawyer's cigars, which he knew to be exceptionally good.

'Now, come, Sleimy,' said Mr Frewin, 'make a virtue of necessity, and I will spare you this once, but mind you, it is the last time.'

Sleimy growled and grunted a bit, but the dread of that summons overcame him, and at last he said, 'Well, how much do you want to rob us of?'

Mr Frewin smiled calmly, quietly unbuttoned one of his gloves, took out a pencil from his pocket, and pulling over a sheet of paper, said: 'Well now, we are going to talk common sense. You did lend this poor devil £20. You called it £30, but you took £10 back.'

‘Payable on demand,’ said Sleimy. ‘That has been held to be legal.’

‘Oh, yes, I know,’ said Mr Frewin. ‘Do you know any case that says, you may make a man drunk or drug him, and get his signature to a document, without being liable for the consequence, eh?’

‘That is all a lie,’ said Sleimy.

‘No, it is not,’ said Mr Frewin, ‘and you know it. It is no more a lie than that you sent up two men to his house, who took a schedule of his goods under a false pretence. It is no lie that the man had no intention of ever giving you a bill of sale; though he is an honest fellow, and would have repaid you every penny with your interest, if your avarice had not got the better of your judgment. Deceive who you like, Sleimy, but do not attempt to deceive me, because it won’t wash, and you ought to know that by this time. To continue, as I said the man had your £20, and against this you have tried to ruin him, and but for an accident, might have succeeded. But even such thieves as you and your lot deserve some consideration, so this is all I am going to ask you to do. Give me up the bill of sale, we will stay all proceedings in the action, and you will give me £50 as compensation for the illegal seizure of his furniture.’

Sleimy opened his eyes wide. ‘You are not asking much,’ he said.

‘Not a bit,’ said Mr Frewin. ‘You ought to pay his costs as well. I am letting you off very easily.’

‘Why!’ said Sleimy, ‘we are losing £20 money lent, our interest and our costs, and you want £50 as well; it is monstrous.’

‘Ah, well,’ said Mr Frewin, ‘I said £50, but you can make it £100 if you like.’

‘Not a penny piece,’ said Sleimy. ‘If you want to ruin me, you may as well do it one way as another.’

‘Poor chap,’ said Mr Frewin, ‘if you are really so hard up, I will lend you the £50 myself, but those are my terms.’

‘And if I won’t agree to them,’ said Sleimy desperately.

‘Well,’ said Mr Frewin, ‘the little interview I suggested on Friday will be rather an amusement to me than otherwise.’

‘You are rather hard on an old friend. Surely if I give up the bill of sale, you ought to be satisfied.’

‘What, and give the poor devil nothing for all the anxiety you have caused him. Why, a jury might give him £500, and if Will cross-examined you and Mr Isaacs, I should not be at all surprised if they did. However, these are my terms, and if you don’t like to take them you can leave them.’ And the lawyer got up as if he were about to terminate the interview.

Mr Sleimy’s eyes twinkled, as his visitor threatened to produce no document. He jumped to the conclusion

that the mention of the summons had been merely bounce, and the spirit of defiance came back upon him. He said quietly, 'Very well, then, you must take your own course.'

'I shall,' replied Mr Frewin, putting his hand into his pocket quietly, 'and I will just leave this with you.'

'So he has the summons after all,' thought Sleimy, and his head dropped.

'No, no,' said he, 'we have got so near to arranging matters that it would be a pity if we should part bad friends. To oblige you, mind, Frewin, I will put my hand into my own pocket,'—Mr Frewin laughed again—'and will give your client £25. Now surely that is enough.'

'Well,' said Mr Frewin, 'to oblige you, on account of my regard for the only respectable member of your family, I will let you off for that. Give me the documents, and your cheque for £25. I will give you a receipt, and the matter will be at an end.'

The business was soon arranged, now that the terms were agreed. Mr Sleimy handed up the bill of sale, with a receipt upon it, and he also gave Mr Frewin £25, who returned him a receipt in full of all claims, and a consent to stay all proceedings in the action. They then bowed politely to one another, and even shook hands, as they were parting.

'Of course,' said Mr Sleimy, as he showed him to the door, 'you will at once withdraw that little document.'

'You have my word for that,' said Mr Frewin, 'especially,' with a wink, 'as it has never been issued or applied for. Good morning,' and he left.

Sleimy ground his teeth with rage, to think how the lawyer had got the best of him.

CHAPTER XVII

CONCLUSION

LITTLE remains to be told. Mr Frewin at once saw Mr Millar, and gave the sharp solicitor a rather uncomfortable quarter of an hour, pointing out to him, that it was the duty of a professional man to keep faith with his client, and not think only of his own bill of costs. Mr Millar bore the reproof meekly, and endeavoured to explain matters as far as he could, for he was only too pleased to have been brought into contact with so great a man as Mr Frewin, and by way of reparation for any shortcomings on his part, and to conciliate the great solicitor, he offered to go without his costs. Mr Frewin, however, was a man of the world, and understood perfectly well that Millar was a poor man, and he therefore told him he could keep what he had got, and gave him £10 beyond, five of which he paid out of his own pocket. Having settled that business satisfactorily, he returned to his office, and wrote a letter to Tomkins, enclosing him a cheque for £20, and telling him that the whole matter was settled, and

added a kindly warning to be careful from whom he borrowed money in the future. We need hardly say that Tomkins was overjoyed at the result of Mr Frewin's interference, that happiness once more reigned in his household, that his wife was all amiability, and that the lesson was not thrown away. He managed better in the future, and when we last heard of him, had got a substantial increase in his salary, and a nice little sum in the bank against a rainy day. Although, owing to the fortunate accident of Mr Frewin's interference, our friend succeeded in getting through his difficulties, he did so through an accident that but very rarely happens, and but for this, his action would have been dismissed, and in addition to the whole of the bill of sale money, he would have had to pay the costs of the bank and of Mr Millar, a sum which would altogether have exceeded £300. He would have had all his furniture sold up, in all probability lost his situation, and himself, wife and family been reduced to poverty and disgrace. It must not be supposed that this is fiction. Unhappily it is not. Unfortunately repeated changes in the law, and absurd and conflicting decisions upon the cases connected with bills of sale, have rendered this class of security so uncertain, that none but the lowest of the money-lending fraternity will have anything to do with them, and it would be far more in the interests of poor borrowers to render all pledges of furniture by way of bill of sale, without

deposit of the goods, illegal, even though it deprived them of the power of sometimes raising useful capital, than to leave them to the mercy of the sharks and harpies, who, by means of fraudulent advertisements and false and deceptive representations get them into their clutches, and reduce them to poverty. As a general rule, the borrowing of money on a bill of sale is the expedient of a man, already desperate, and little good is done to him by enabling him for a short period to postpone the inevitable day of reckoning, and to pay to the money-lender what should far more justly go to his other creditors.

We do not suppose that this little book, or indeed any warning, will serve as an effective caution to intending borrowers. The Isaacs, the Sleimys, and men of their class, always exist, and when one trick is exploded and known to the intending victims, they devise another, and it is only occasionally that they are met at the eleventh hour by a man who knows how to deal with them. Nor is it fair to judge of the state of these matters by such cases as from time to time appear in the newspapers, because the victim is as often as not completely crushed at once, and never gets a chance of exposing the system by which he has been ruined ; nor would it be of much use if he did so, for this class of man does not mind exposure. He merely changes his name and his address, or covers his identity with a limited liability cloak, and when that gets threadbare, he shifts his ground again,

and continues the business through an agent. It is perfectly true that it sometimes happens, as in this case, owing to the timely interference of Mr Frewin, that the lender comes out a loser by the transaction, but this is the rare exception. Sometimes, of course, the borrower is able to keep up his payments with punctuality, and pay up the whole of the amount borrowed, with 60 per cent. interest, and then he will find that as the date of his freedom is approaching, he is pressed in the most friendly spirit to renew the loan. Sometimes a device to which we have not referred in the foregoing pages is adopted. The borrower is induced to make a statutory declaration, as to his means and other matters, and if the money is not forthcoming when due, a prosecution for perjury is threatened against him, and the money extorted from his friends. But as this dodge, if unsuccessful, may subject the money-lender to an action for malicious prosecution in which he is certain to have heavy damages given against him, it has become unfashionable at present, though it will probably be revived again.

The tricks of money-lenders only run in certain grooves, and their united genius has not discovered anything especially new within the last quarter of a century.

The impecunious man who wants a few pounds to meet a pressing liability will probably feel inclined to say to us, 'What other course is open to him than to resort to the

money-lender?' We can only reply, 'That, in our humble judgment, if he has no resource but to borrow on a bill of sale, he had better face his difficulties at once, realise his home to the best advantage, or meet his creditors like a man and ask for their kind indulgence. If he has been honest, he is almost sure to get it; and if not, or if the creditors are obdurate, the resort to the money-lender is merely the postponement of the inevitable evil day. Let such a man read the foregoing pages. We can assure him there is no exaggeration, and he may fairly prognosticate what is likely to be his own fate from a careful consideration of the history of

'TOMKINS' LITTLE BILL OF SALE.'

FINIS

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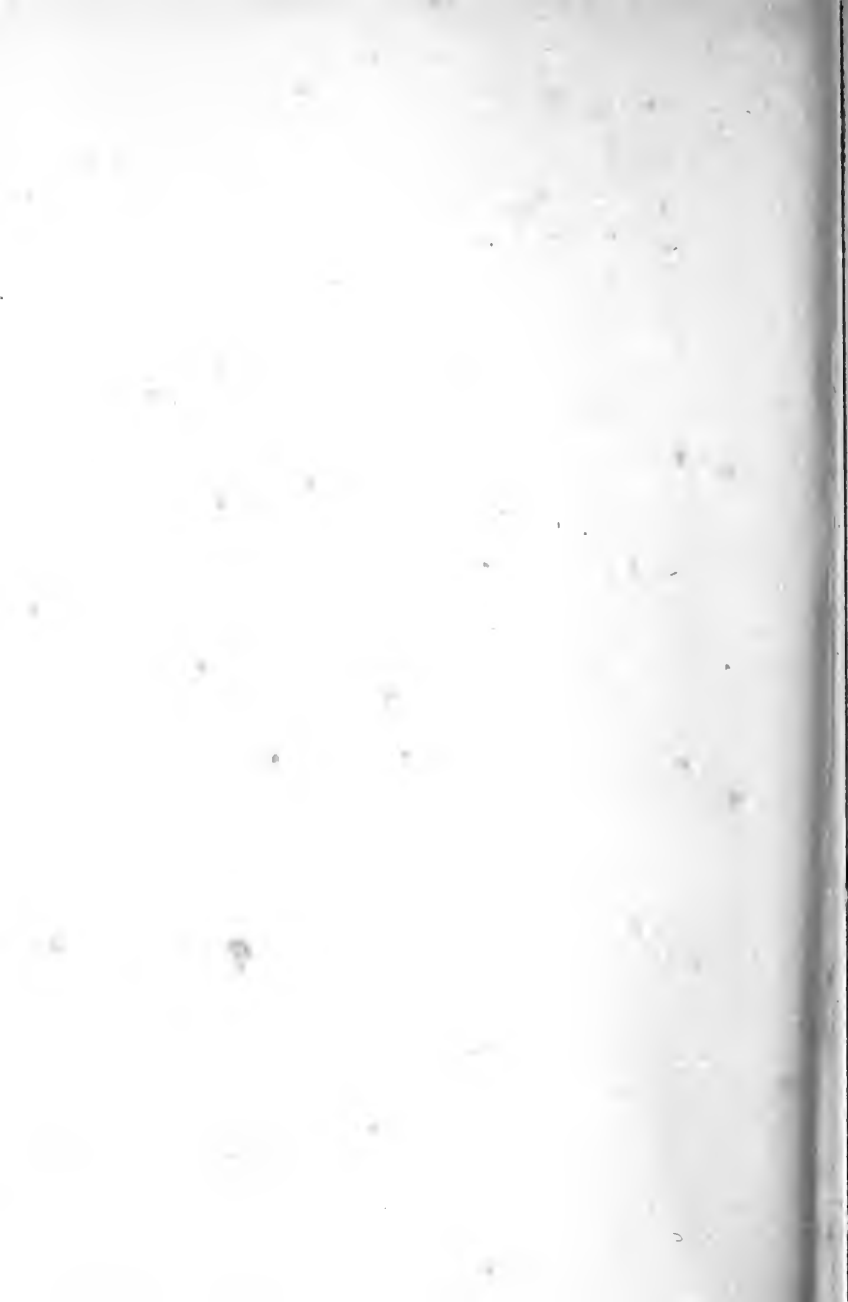
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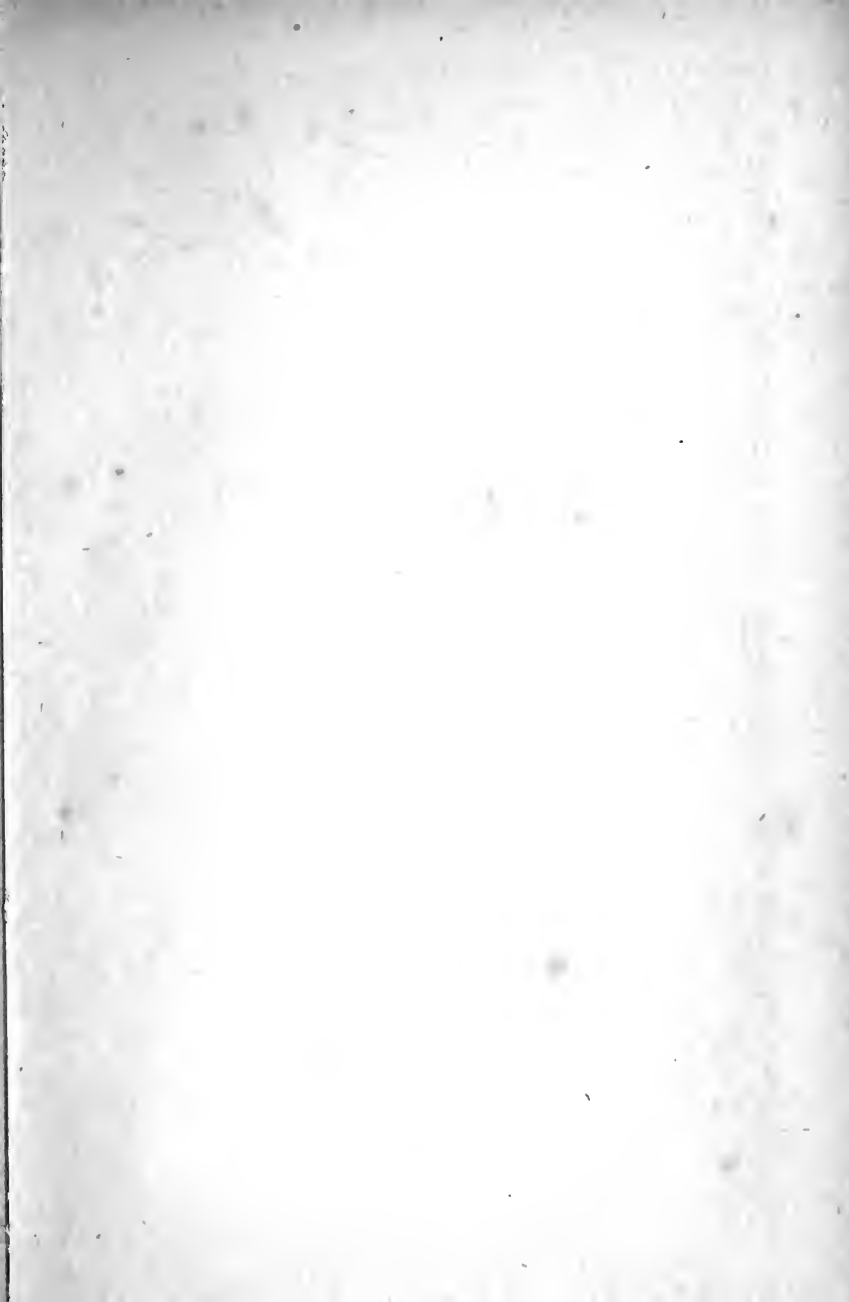
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